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Private.

No. 207. Building Permit.
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302081211.

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230. " " " " 1902.

283 " " " " 1904.

284 " " " " 1905.

301 " " " " 1906.

340 " " " " 1907.

367 " " " " 1908.

400 " " " " 1909.

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5.

General Ordinance No. 206.

Introduced by
R. Miller
And Granted
M. E. Fordney

An ordinance requiring the Pittsburg, Fortwayne and Chicago Railway Company and the Pennsylvania Company to construct and maintain a tunnel under, and across the right of way of the Pittsburg Fortwayne and Chicago Railway Company with Mableton Avenue.

Whereas Mableton Avenue by reason of its location is now one of the principle north and south thoroughfares of the city of Pittwayne, that it extends through a densely settled portion of the city and is therefor extensively travelled, and Whereas at the crossing of said Mableton Avenue with the right of way of the Pittsburg Fortwayne and Chicago Railway Company, now leased and operated by the Pennsylvania Company the grade of said right of way is at least — feet more higher than the grade of the avenue, and to get upon, over and across the right of way of said railroad necessitates an abrupt and dangerous elevation of the grade of the avenue on both sides of the said right of way, and

Whereas the existence of said right of way of said railroad and the abrupt and steep appearance of the said avenue, necessitated by the said grade of said railroad, makes the same dangerous for public use and travel.

Section 1. Therefore be it Enacted by the Common Council of the city of Pittwayne, that the Pittsburg, Fortwayne and Chicago Railway Company and the Pennsylvania Company, lease thereof, be and are hereby ordered to construct and maintain a tunnel and the necessary approaches thereto under and across the right of way of the said Pittsburg, Fortwayne and Chicago Railway Company at the intersection of Mableton Avenue with the said right of way. That the said tunnel shall be constructed and maintained the full width of the Avenue and of such a grade as will accommodate and protect all persons using such tunnel moving for all legal and authorized purposes. The vote shall be done to the satisfaction of the Board of Public Works.

Section 2. It shall be the duty of said companies or either of them, during the work to keep and submit the plans and specifications of this tunnel to the Board of Public Works for inspection and approval. That the tunnel work shall be commenced within four months after the passage of this ordinance and completed within eight months after the work has been commenced. That the city clerk is hereby authorized and instructed to serve a copy of this ordinance upon the Superintendant of the Pennsylvania Company, and also a copy upon the President or

local director of the Pittsburg, Fort Wayne and Chicago Railway Company.

Section 3. This ordinance to be in full force and effect on and after its passage and approval by the mayor.

done in the council chamber of the city of Fort Wayne, Indiana, this the 4th day of April, 1903.

Having verified that the council chamber of the city of Fort Wayne, Indiana, at a regular meeting held on the 4th day of April, 1903, by a majority vote of all members elect, did pass the Ordinance hereto attached and known as General Ordinance No. 206.

W. H. Schmidt
City Clerk.

Presented to the mayor for approval on the 25th day of April 1903.

W. H. Schmidt
City Clerk.

Approved April 23rd 1903.

W. H. Schmidt

General Ordinance No. 201.

Introduced by
J. H. Bauer.

An ordinance providing for the issuance of building permits and other matters in relation thereto.

Section 1. Be it enacted by the common council of the city of Port Wayne that it shall be the duty of the Board of Public Works of the city to grant a permit to any person, company or corporation or to the contractor acting for any person, company or corporation, to build houses or additions thereto, located upon any lot, lots or parcel of land within the corporate limits of the city, provided however that no permit shall be issued by the Board of Public Works, the erection of any building or additions thereto within the limit and character of the structure or additions thereto conforming with the ordinances now in force or that may hereafter be enacted in relation to fire limits and character of building provisions in force.

Section 2. It shall be unlawful for any person to build or cause to be built any building or to alter or substantially repair any building without first receiving a permit from the Board of Public Works. A separate permit shall be issued for each and every building erected or repaired and the person receiving the same shall pay to the city comptroller the sum of fifty (\$50) cents for each and every permit so received.

Section 3. Whenever any person shall be desirous of erecting, repairing or altering any building, such person or contractor therefor shall make application to the Board of Public Works for a permit, such person shall furnish a written statement to such Board of the proposed location, the foundation and dimensions of proposed building, the principal material to be used therein, and the probable cost thereof. Upon such a statement being filed a permit shall be issued unless prohibited by other ordinance of the city.

Section 4. All permits under the provisions of this ordinance shall particularly specify the space to be occupied by building material in any public street immediately fronting the premises where such proposed building is to be erected provided that such space is required, provided however that in no case shall a permit include the right to use in any such case more than fifteen feet of any street measuring from the center thereof to the outside edge of the sidewalk fronting such proposed building and provided further that no permit shall be issued granting any right to place any material whatever in any street or alley in such manner

as to wholly obstruct the public use of same, or prevent the water flowing in and along such street or alley, and extended further that in cases where any excavation is made by virtue of and under any permit granted under the provisions of this ordinance such excavation shall in case the same is in upon or under, any sidewalk, to securely and safely lodged and protected with red lights, at each end, in the night time. It shall be unlawful for any person to deposit building material of any kind within the limits of any street without first obtaining a permit from the Board of Public Works.

Section 5. Any person or any contractor acting for any person violating any provisions of this ordinance shall on conviction pay a fine of not more than twenty five dollars (\$25.00) and every day that any of such person or contractors prosecute the work without obtaining a permit, shall constitute a separate offense with like penalty.

Section 6. This ordinance to be in full force and effect from and after its passage, approval by the mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, this the 14th day of April, 1903.

I hereby certify that the aforesaid council of the city of Fort Wayne Indiana, at its regular meeting held on the 14th day of April, 1903, in a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance No 207

Attest
City Clerk.

Presented to the mayor for approval on the 25th day of April, 1903.

Attest
City Clerk.

Approved April 25th, 1903.

H. C. Bergsma, Mayor.

General Ordinance No 208.

introduced by J. P. Bauer.
An ordinance amending Sections one (1), two (2) and three (3) of an ordinance entitled "An ordinance relative to the taxing of dogs," and repealing General Ordinance No. 35, relating to same subject, approved August 14th, 1900.

Section 1. Be it enacted by the common council of the city of Port Wayne, that section one (1) of the above entitled ordinance be amended to read as follows:

That every person residing within the corporate limits of the city of Port Wayne owning, harboring, possessing or caring for any dog on the first day of April of each year hereafter shall pay to the city of Port Wayne the following taxes on each dog so owned, in the manner as hereafter provided: For each male or spayed female dog one dollar (\$1.00) for every additional male or spayed female dog one dollar and a half (\$1.50). And the sum of two dollars (\$2.00) for each dog (unspayed) so owned, harbored or cared for.

Section 2. That section two (2) be amended to read as follows:

It shall be the duty of the township assessor of the townships including within the limits of the city of Port Wayne at the time of assessing the property of each property owner or his township receiving within the corporate limits of the city to make diligent inquiry as to the number of dogs so owned harbored kept or cared for by the person so assessed. Any such person so assessed shall pay to the said Township Assessor for the city of Port Wayne the sum of one dollar (\$1.00) for each male or spayed female dog, and the sum of one dollar and half (\$1.50) for each additional male or spayed female dog, and the sum of two dollars (\$2.00) for each female dog (unspayed) so owned, harbored or cared for.

Section 3. That section three (3) be amended to read as follows:

The township assessor shall give to each person a receipt for such money paid him which shall be designated as city dog tax, which receipt shall show the persons name who owns, harbors or keeps a dog, the amount paid for and, whether male or female, and the number of each, which receipt shall release the person or persons owning, harboring such dogs for this current year or extend one year from its date until the next regular township assessment.

Such Township Assessor shall keep a record of the person owning dogs and the record of the dogs paid for, and he shall keep a stub record for a copy of the receipt given him for money paid him for dog taxes. Such stub record shall show the amount paid him, the number of dogs, both male and female, paid for

within seven days coming the dog, as said for. And in case within
seven days after the completion of the assignment of his township turn
over to the comptroller of the city all the records kept by him relating
to the collecting and payment of dog taxes, and a copy of all receipts
given by him to persons having paid him money as city dog taxes,
and all money received by him as city dog taxes. The said Township
Receiver, or paymaster for services to city residents, shall receive
fifteen per cent (15%) of the taxes collected, and to be paid by the
comptroller, as for tax, and make the money turned over to the said
comptroller by said receiver.

Witness my hand and seal of office in full force and effect on and
after the passage, approval by the mayor and joint publication.

Given at my official chamber in the city of Port Wayne, Indiana, this
the 14th day of April, 1903.

I hereby certify that the Common Council of the city of Port Wayne,
Indiana, at a regular meeting held on the 14th day of April, 1903, by a
majority vote of all members elect, did pass the Ordinance hereto
attached and annex as General Ordinance No. 208.

Alexander
City Clerk.

Presented to the mayor on the 23rd day of April, 1903.

Alexander
City Clerk.

Approved April 23rd 1903.

Henry B. Berghoff
Mayor.

General Ordinance No. 209.

An ordinance to amend Section twenty one (21) of an ordinance entitled "An ordinance to regulate the running of locomotives and cars in the City of Fort Wayne" approved July 14th, 1899." 2nd 113

Section 1. Be it enacted by the Common Council of the city of Fort Wayne, that Section twenty one (21) of the above entitled ordinance be amended to read as follows:

Section 21. A reliable and competent man shall be employed to operate the gates herein authorized erected and maintained between the hours of six (6) o'clock A.M. and twelve (12) o'clock midnight of each day upon which trains are running. Provided however that the provisions of this ordinance shall not apply to any of the railroads maintaining any of said gates, that run no more than one train over any of the said crossings between six (6) o'clock P.M. and twelve o'clock midnight of any one day. As to such roads the time fixed in the section herein amended shall not be changed.

Section 3. This ordinance to be in full force and effect on and after its passage, approval by the mayor and legal publication.

Done at the Council chamber in the city of Fort Wayne, Indiana, this 13th day of April, 1903.

I hereby certify that the common council of the city of Fort Wayne, Indiana, at a regular meeting held on the 13th day of April, 1903, by a majority vote of all members thereof has passed the ordinance herein attached and known as General Ordinance No. 209.

August M. Schmidt
City Clerk

Presented to the mayor for approval this the 10th day of May, 1903.

August M. Schmidt
City Clerk

Approved May 13th, 1903.

H. K. Broughoff, Mayor

General Ordinance No. 210.

An ordinance regulating bathing within the corporate limits of the city and providing a penalty.

Section 1. Be it enacted by the Common Council of the city of PortMoyne, that it shall be unlawfull for any person to swim or bathe in any river within the corporate limits of the city between the hours of six (6) in the morning and eight (8) in the evening, without being clothed in suitable and sufficient bathing suits.

It shall also be unlawfull for any person to bathe or swim in any river within 250 feet from any bridge over and across any such river. Any such person or persons offending against the provisions of this ordinance shall on conviction thereof be fined in any sum not exceeding five dollars (\$5.00) and costs of prosecution.

Section 2. This ordinance to be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Done at the council chamber in the city of PortMoyne, Indiana, this the 9th day of June, 1903.

I hereby certify that the Common Council of the city of PortMoyne, Indiana, at a regular meeting held on the 19th day of June, 1903, by a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance No. 210.

August M. Schmidt
City Clerk

Presented to the Mayor for approval on the 23^d day of June, 1903.

August M. Schmidt.
City Clerk.

Approved June 23^d, 1903.

A. C. Borgstrop Mayor.

General Ordinance No. 211.

Introduced by
J. J. Ryan

An ordinance approving a certain contract and agreement made and entered into between the city of Port Wayne, May 26th, 1903, through its Board of Public Works and the Port Wayne Gas Company, together with the amendments thereto of June 16th, 1903.

Whereas, to wit on May 26th, 1903, and June 16th, 1903 the Board of Public Works of the city of Port Wayne, Indiana, on behalf of the city of Port Wayne, Indiana, entered into the following agreement and contract, to-wit:

This agreement made and entered into this 26th day of May, 1903 and June 16th, 1903, by and between the city of Port Wayne (then known as Indiana) (hereinafter, called the city) by and through its Board of Public Works, party of the first part, and the Port Wayne Gas Company, a corporation organized under the laws of the State of Indiana, (hereinafter, called the Company), party of the second part, pictures to that to-wit, the said Company, its successors and assigns, of the Indiana Mining and Gas Company, now owns and operates a natural gas plant in said city for the purpose of supplying, and is fully authorized to supply, consumers with natural gas for fuel, and

Whereas, the supply of natural gas has failed, and will continue to fail to such an extent that it is impossible to supply all consumers of said city with sufficient natural gas, and

Whereas, by reason of the shortage of such supply, many consumers have resorted to the use of kerosene, tallow, and other straight pipes and other dangerous appliances in the use of such gas, which are not only highly wasteful of the gas, but dangerous to such users and the public generally, and

Whereas, it is important in the interest of such consumers and of the public to provide and secure proper methods for the safe and economical use of such gas, and

Whereas, by the ordinance of the city of Port Wayne, passed the 1st day of March, 1903, and the ordinance of the city of Port Wayne, Indiana, under which said Company is now operating and supplying said consumers, the said Company is required to furnish and supply factories and all other consumers alike and without discrimination, notwithstanding the supply is insufficient for the use of all, and

Whereas, it is insisted by said Company, that because of the failure of the supply, the cost of delivery from the fields to the city is many times what it formerly was, and that as soon as more of the supply diminishes, and

Whereas, it is desirable and in the public interest that such gas, for fuel, should be supplied for domestic use in preference to its use by factories and other large consumers of fuel.

Now therefore, in consideration of the premises and of the mutual covenants and conditions, it is hereby agreed by and between the parties hereto as follows:

1. Said Company, its successors and assigns, shall, on or before the first day of October, 1903, without cost to consumers of natural gas, furnish to them and each of them, correct meters of standard make which shall be put in and properly connected with the gas pipes of such consumers, at the expense of said Company, its successors and assigns, on or before the first day of November, 1903.

Said meters are to be located and connected in such a place and in such a manner, as that all the natural gas used by any consumer flows out the lines of said Company, its successors and assigns, will pass through and be measured by said meter before used as consumers.

Provided, however, if said Company, its successors and assigns, for reasons over which it has no control, is unable to furnish and connect said meters or any part thereof, within the time herein stipulated, then in that event, any consumer not having been furnished with a meter shall be furnished natural gas by said Company, its successors and assigns, at the rates and in the ^{same} manner provided in the original contract, until such a time as meters be furnished them as herein provided.

It is further agreed by the said Company, its successors and assigns, that it will continually furnish and maintain said meters as herein provided without a rental charge to the consumer, whether the said meter is being used or not.

Said meters shall be placed and located on the premises of said consumer when used, at a point mutually agreed upon by the Company, its successors and assigns, and such consumer and shall be located so as to be open to view at all times to said consumer and the agent and representatives of said Company, its successors and assigns. Such meters shall be and remain the property of said Company, whose agents and representatives shall have the right to enter, upon the premises where said meter is located, to inspect, test, correct, repair or replace the same, and to remove it when its use is abandoned. It shall be the duty of said Company, and said Company hereby agrees, for itself, its successors and assigns, to furnish to each consumer a copy of the monthly statement of the reading of the meter through which said gas is supplied and used.

Second: It is further agreed by and between the parties hereto, that said Company, its successors and assigns shall supply the demand for natural gas, for the following purposes, so long as its supply thereof shall be sufficient.

1st. For use in cooking stoves and for small heating appliances in

in dwelling houses.

2nd. For other domestic use.

3^d. For heating schools and churches.

4th. For heating stores and business houses.

5th. Any surplus thereafter may be used by said Company, its successors and assigns, to supply such other uses as may be regulated, provided, however, that all such consumers shall as a condition to the right to receive such gas, use the same through meters as hereinbefore provided, and conform to all reasonable rules and regulations for the proper and safe use of such gas as may be adopted by such Company, its successors and assigns.

6th. It is further agreed by and between said parties that if at any time there should be an insufficient supply of gas to meet the needs and demands of all the consumers in said city, then the said Company, its successors and assigns, in order to furnish a sufficient supply for the purposes in the order herein set out, shall cut off consumers during the time such insufficient supply continues, in the following order:

1st. Factories and large consumers.

2nd. Stores and business houses.

3^d. Churches and schools.

4th. Furnaces for heating dwelling houses.

The question as to when there is an "insufficient supply" to meet the needs and demands of all consumers in said city, as herein provided, shall be determined by the Mayor of the City of Port Wayne, and his decision and order as to the cutting off of consumers in the order herein set out, shall be binding upon the said Company, its successors and assigns.

Provided, however, that during the months of December, January, February and March, said Company, its successors and assigns, shall not or furnish gas for manufacturing purposes, to any person, company or corporation, except upon the order of the Board of Public Works.

In consideration of the furnishing of said meters and of the payments and deposits, on the part of said Company, its successors and assigns, herein contained, the said Company, its successors and assigns shall be and are hereby authorized from and after the first day of November, 1903, to supply all such natural gas through said city, meter, measurement, and shall hereafter be entitled to receive for all such natural gas used, the sum of twenty-five cents (25¢) per thousand cubic feet.

Fourth. Any consumer of such gas who becomes dissatisfied with the working of the meter through which he is supplied with gas, shall have the right to have such meter tested in the way of

Portwayne, in the presence of himself and a representative of said Company, by a competent person to make such test to be selected by the Board of Public Works, upon said person first making a demand on said Company its successors and assigns, in writing and depositing with said Company the sum of one dollar (\$1.00) to cover the cost and expense of running and replacing said meter, in the event that said meter is not found working too fast, as herein provided. Upon said demand being made, and said sum deposited, it shall be the duty of said Company, its successors and assigns, to disconnect said meter and have the same tested by the party selected in the manner aforesaid, and if the test shall show that the meter is working too fast, said sum of one dollar shall be refunded to said party, and the expense of making the test including the cost of disconnecting and reconnecting said meter shall be borne and paid by said Company, its successors and assigns; but in the event that said test shows that the meter is not working too fast, then the sum of one dollar shall be returned and applied to the expense of making the said test, and disconnecting and reconnecting said meter.

It shall be the duty of the Board of Public Works to provide the person appointed, with the necessary instruments to make the test, which instruments shall be the property of the city.

The said Company, its successors and assigns, further agrees that it will pay into the Treasury of the City of Portwayne, Nine Hundred and no/100 (\$900) a year, in advance, for the use of the City of Portwayne, during the time said Company furnishes natural gas to consumers therefor under this contract. That said amount, or so much of it as may be necessary, shall be used in defraying the expenses of the city in testing meters, as herein authorized, or to be applied upon the payment of the salary of a meter and gas inspector of the city, if the appointment of such an officer is authorized. Provided, however, that it shall be the duty of such inspector, if appointed, to make the inspection herein authorized.

It is further agreed by and between the parties to this contract, that if the seal of any meter used by any consumer of natural gas, should be broken for the purpose of testing the accuracy thereof, as herein provided, and said meter is corrected and replaced then in that case the person inspecting the same shall place thereon a seal, such as the meter originally had upon it.

With. It is further understood and agreed that said Company, its successors and assigns, in the provisions of this contract, is not released from any of the obligations, limitations or restrictions imposed upon it as successor and assignee of the Calamonic Mining and Gas Company, its successors and assigns, is authorized

to own and operate its said Natural Gas plant.

It is further agreed that said Company, its successors and assigns, shall not exercise any of the rights or privileges herein conferred, until said Company, its successors and assigns first accrue a bond payable to the city of Port Wayne in the sum of Ten Thousand Dollars (\$10,000.00), as liquidated damages, provided said company, its successors and assigns does not comply with any, or all of the provisions of the foregoing agreement.

Witness our hands and seals this 26th day of May, 1903.

Port Wayne Gas Company.

per Henry C. Paul,

Asst. to President.

Wes. Eggendaum

William Eggendaum

H.C. Zollinger,

Board of Public Works.

Section 1. Be it therefore ordained by the Common Council of the City of Port Wayne, Indiana, that the contract and agreement heretofore, to wit on the 26th day of May, 1903, made and entered into, together with the amendments thereto of June 16th, 1903, between the City of Port Wayne through its Board of Public Works, and the Port Wayne Gas Company, as fully set out in the preamble thereto, be and the same is hereby in all things approved.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the council chamber in the city of Port Wayne, Indiana, this the 16th day of June, 1903.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at an adjourned meeting held on the 16th day of June, 1903, by a majority vote of all the members did pass the ordinance herewith attached and known as Annual Ordinance No. 211.

August M. Schmidt

City Clerk

Presented to the Mayor for approval on the 23^d day of June, 1903.

August M. Schmidt

City Clerk.

Approved June 23^d, 1903.

H.C. Berghoff
Mayor.

Minutes of the Board of Public Works, No. 12.

The Board of Public Works, in a contract entered into between the City of Fort Wayne through its Board of Public Works and the Fort Wayne Traction Company, together with the amendments made, passed on July 10th, 1902.

On the 26th day of May, 1903, the Board of Public Works of the City of Fort Wayne, State of Indiana, in behalf of the City entered into the following agreement and contract and amendments thereto on June 11th, 1903, to wit:

That agreement made and entered into this 26th day of May, 1903, between the City of Fort Wayne (in Allen county, State of Indiana) and through its Board of Public Works, party of the first part, and the Fort Wayne Traction Company, a corporation organized under the laws of the State of Indiana, party of the second part, Whereas; That Whereas; it is for the public convenience that certain changes and additional tracks be made and constructed as a part of the system of street railroads now owned and operated by the party of the second part in said city, and

Whereas, it is probable, owing along the line of said additional tracks and tracks which will be required that the same be made at the time and portions of said streets are paved, it is therefore, in consideration of the premises, and the mutual and several covenants of each party herein set forth, hereby agreed by and between said parties to allow said party of the first part by and through its Board of Public Works, and by virtue of the powers conferred upon it and upon said Board of Public Works by the laws of the State of Indiana, to authorize, empower and permit the said party of the second part, its successors, and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of the said City, to construct, use, maintain and operate an additional track,

- (1) On Main Street from the center of Broadway to the east end of said street across the St. Mary's River;
- (2) On Broadway Street from Jefferson Street to a point four hundred (400) feet south of Ogden Avenue;
- (3) On Jefferson Street from the center of Lafayette Street to a point one hundred (100) feet east of Harmon Street, to connect with the switch there located;
- (4) On Lafayette Street from the center of Main Street to the center of Jefferson Street;
- (5) On Washington Street from the center of Fairfield Avenue to the center of South Wayne Avenue;
- (6) On Washington Street from the center of Harmon Street to Glasgow Avenue.

And also to construct, use, maintain and operate a single track of street railroad on Pontiac Street from the center of Calhoun Street to the center of Lafayette Street, together with all the proper and convenient switches, turnouts, connections, poles, trolley and feed wires thereon, and other necessary appliances which may be necessary or proper for the convenient or successful operation of said several tracks as a part of the system of street railroads now owned and operated by said party of the second part, provided however that no switch or turnout shall be laid on said street except at the corner of Calhoun and Pontiac streets which switch shall not exceed seventy feet on Pontiac Street. It is further agreed that said party of the second part shall at its own expense at the time it builds said track on Pontiac Street between Calhoun Street and Lafayette Street, remove the curb stones on each portion of said Pontiac Street two (2) feet near the property line on each side of said street and leave said space of two (2) feet on each side of said street in the same manner that the balance of said street is now paved, and will bring within the curb all water and gas connections and reconduct same with property, and to place signs, flags, along the line of said street in as good condition as before the street was widened, including repaving if necessary.

2. In consideration of the rights and privileges herein and hereby granted to said party of the second part, its successors or assigns, the said party of the second part agrees and binds itself, its successors and assigns as follows, to wit:

Said party of the second part, its successors or assigns, shall and hereby agrees to construct said additional tracks on Main Street from the center of Broadway to said point east of said bridge, and on Broadway from Jefferson Street to said corner, and a fifth street from the center of Lafayette Street to said switch east of House Street, and said single track on Pontiac Street from the center of Calhoun Street to the center of Lafayette Street, during the present year and at the time said portions of said streets are being paved and to construct the remainder of said additional tracks on or before five years from date hereof, but if any portions of said streets or any parts thereof shall be ordered and are paved before said five years, to construct such additional track on such portions of said streets as shall be heretofore laid within said five years and during the time that said portions of said streets are being repaved.

3. Said party of the second part hereby agrees for itself, its successors and assigns, to so move its other track on said portions of said several streets when the right to construct such additional tracks are hereby given, and place said tracks so that the outer rails of said tracks shall be equally distant as nearly as

practicable from the curb lines of said street, except at such points as may be otherwise ordered and directed by said Board of Public Works, and shall thereafter maintain and operate said additional tracks and said single track on said portion of Pontiac street as a part of its said system of street railroads in such manner and upon the same terms, conditions and limitations, covenants and by virtue of which said Company is now authorized and permitted to maintain its said other tracks and operate its cars thereon on said parts of said corner streets. It is further provided, however, that the time limit of the rights and privileges herein granted on Pontiac street from Colburn street to the middle of Lafayette street and on Broadway from Brighton Avenue to a point four hundred (400) feet south of Oregon Avenue, shall be for the period of thirty five (35) years from the 1st day of September, 1902.

4. said party of the second part, for itself, its successors and assigns, hereby agree to pay with the same material used in the pavement of the remainder of said street whenever ordered and directed to be laid by said Board of Public Works all said parts of said curb tracks between the outer rails of said tracks and for a distance of twelve inches on the outside thereof and thereafter to keep and maintain such portions in good repair and also to repair said portions of all of said several streets and avenues, when and as often as the remaining portions of said streets and avenues are repaired by said city, all such paving to be done under and according to the specifications both as to material and manner as may be provided by the Board of Public Works under the supervision of the City Engineer, it being understood and agreed, however, that said company, its successors and assigns, shall not be required to repair and maintain any portion of said streets with any more expensive material or in any different manner than the remaining portions of said streets and avenues are to be repaired and maintained by said city. The pavement herein agreed to be made shall include any and all pavements heretofore ordered or for which the contract is now let for said portions of said several streets or any of them, and said party of the second part shall refund to the property owners on said Pontiac street between the said line of Colburn street and the west line of Lafayette street the value of the pavement laid thereon between the outer rails of said track and for a distance of twelve inches on the outside of the outside rails of said track. Upon all such paved streets the said Company, its successors and assigns, shall, at the time such streets are paved (if not previously done) put concrete under the ties and tracks to the depth of six inches.

5. Said party of the second part hereby surrendered all its rights, privileges and franchises heretofore granted to it, to construct,

maintain and operate, and it shall not be required to construct at least
a street railroad track on Calhoun street from Market street to First
street, or Sixth street from the corner of Calhoun street to the corner
of Lafayette Street, or Lafayette Street from the corner of First
Street to the corner of Pontiac Street

in witness whereof said parties hereto have hereunto set their
hands and seals this 26th day of May, 1903.

Attest
August M. Schmidt
Clerk.

The City of Port Wayne, Indiana
By Peter Eggmann,
William Doehmann,
H.C. Zollinger
Board of Public Works.

Port Wayne Traction Company
L.B. Cunningham, Secy.

Section 1. Be it therefore ordained by the Common Council of the city of
Port Wayne, Indiana, that the contract and agreement heretofore made
on the 26th day of May, 1903, made and entered into together with
the amendments thereto, of June 16th, 1903, between the city of
Port Wayne, through its Board of Public Works and the Port Wayne
Traction Company, as fully set out in the preamble hereto, be and
the same is hereby in all things approved.

Section 2. This ordinance shall take effect and be in full force from
and after its passage and approval by the Mayor.

Done at the Council chamber in the city of Port Wayne, Indiana, on
the 16th day of June, 1903.

I hereby certify that the Common Council of the city of Port Wayne,
Indiana, at an adjourned meeting held on the 16th day of June,
1903, by a majority vote of all members did pass the ordinance
aforementioned and known as General Ordinance No. 212.

August M. Schmidt
City Clerk

Presented to the Mayor for approval on the 25th day of June, 1903.

August M. Schmidt
City Clerk

Approved June 26th, 1903.

James L. Marshall
Mayor.

General Ordinance No. 213.

Enacted by the ordinance prohibiting the firing of guns, pistols, fire crackers, torpedoes, or any other loud sounding explosives within three hundred feet of any hospital within the corporate limits of the city of Port Wayne, and providing a penalty for the violation thereof.

Section 1. Be it enacted by the Common Council of the city of Port Wayne, that it shall be unlawful for any person to fire or cause to be fired any gun, pistol, fire cracker, torpedo, or any other loud sounding explosive within three hundred feet of any hospital within the corporate limits of the city of Port Wayne. (Whoever violating the provisions of this ordinance shall upon conviction, be fined in any sum not to exceed twenty-five (\$25.00)).

Section 2. This ordinance to be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Done at the council chamber in the city of Port Wayne, Indiana, this the 23^d day of June, 1903.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a regular meeting held on the 23^d day of June, 1903, by a vote of a majority of all members elect, did pass the ordinance hereto attached and known as General Ordinance No. 213.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 30th day of June, 1903.

August M. Schmidt
City Clerk.

Approved July 1st, 1903.

Henry C. Bernioff
Mayor.

Introduced by
J. J. O'Ryan

General Ordinance No. 214.
(An ordinance defining certain offenses.)

Section 1. Be it ordained by the Common Council of the city of Port Wayne, Indiana, that it shall be unlawful for any person, individual or corporation to mix mortar or other substance upon the pavement or sidewalk in any street, unless the mixture is confined in a good mortar tight box or other vessel, preventing thereby the mixture or any part thereof from coming in contact with the pavement.

Section 2. It shall be unlawful for any person to permit gasoline or other substances that will injure street pavement, to be discharged, thrown or deposited upon any street pavement that may be injuriously affected thereby.

Section 3. Any person violating any of the provisions of this ordinance, shall, upon conviction, be fined in any sum not to exceed \$25.00.

Section 4. This ordinance shall be in full force and effect on and after its passage, approval by the mayor and legal publication.

Done at the Council Chamber, in the city of Port Wayne, Indiana, this the 23^d day of June, 1903.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a regular meeting held on the 23^d day of June, 1903, by a majority vote of all members elected, did pass the ordinance herein attached and known as General Ordinance No. 214.

(August M. Schmidt
City Clerk.)

Presented to the Mayor for approval on the 30th day of June, 1903.

(August M. Schmidt
City Clerk.)

Approved, June 1st, 1903.

Henry S. Brown
Mayor.

General Ordinance No. 215.

Enacted by the common council of said city of Fort Wayne, Indiana, and approved by the Board of Public Works of said city, on June 8th, 1903, the Board of Public Works of the city of Fort Wayne, Indiana, on behalf of the city of Fort Wayne, Indiana, entered into the following agreement, and contract, viz:

This agreement made and entered into this 8th day of June 1903, by and between the city of Fort Wayne, Allen County, Indiana, (hereinafter called the city) by and through its Board of Public Works, party of the first part, and the Fort Wayne and Eastern Railway Company, (hereinafter called the Company), party of the second part, Whereas, that the city of Fort Wayne and Eastern Railway Company has presented its written petition to the Board of Public Works of said city of Fort Wayne, asking permission to be allowed to run and operate its interurban cars into said city in and along certain street therein and hereinafter named, over the tracks of the Fort Wayne Traction Company, and to carry passengers, mail, Express matter, baggage, and freight through said city on such cars, and Whereas, The party of the first part, by and through its Board of Public Works, is authorized and empowered under and by virtue of the laws of the State of Indiana in such case made and provided, to make and enter into an agreement with any Railway Company or Traction Company, is authorized to run and operate its cars along certain streets and highways, The party of the second part, has made and entered into an agreement with the Fort Wayne Traction Company, whereby the party of the second part is permitted to run and operate its cars upon the tracks of said Fort Wayne Traction Company, along the streets and highways therein in the city of Fort Wayne hereinafter specifically designated, for the term of thirty five years from and after the 2nd day of September, 1902, on condition that the authority and consent of the proper authorities of said city are procured.

Now, therefore, the said Board of Public Works of said city of Fort Wayne, in consideration of the several agreements of the said Company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the common council of said city) authorize and empower and permit the said Company, its successors and assigns, party of the second part, for the term of thirty five years from and after the 2nd day of September, 1902, and no longer, subject to the conditions and limitations hereinafter prescribed and expressed to operate and run its cars upon and over the tracks of the Fort Wayne Traction Company, now or hereinafter laid and in use in the following streets and avenues of said city, to wit:

On Main street from the west corporation line of said city to Colburn street, thence around the block bounded by Clinton, Columbia, Calhoun and Main streets, designated as the "Passenger Loop", but such passenger loop shall be used only by the passenger cars of said party of the second part, and also the three blocks bounded by Columbia street on the north, Clinton street on the west, Main street on the south and Lafayette street on the east, designated as the "Freight Loop" for the use of the freight and express cars of said party of the second part. Provided, however, that if any change or changes be hereafter made in route or routes for such loops shall be a part of the route covered by this contract; thence running over the same route to the said corporation line, and also permit said Company party of the second part, at such convenient point on the above route as shall be agreed to by the said traction Company, its successors or assigns, to connect by apart the tracks and cars of said party of the second part with the tracks which said traction Company, party of the second part, may provide for the storage of its cars or use for depot purposes, and that for the purpose of cleaning and repairing its cars only, when necessary, the said Company, party of the second part may also, after having obtained permission of the said traction Company, its successors or assigns, use its cars on the tracks of said Port Wayne traction Company, by the most direct route by which tracks are provided to reach the yards and shops of said traction Company, but only for the purpose of and in the event that such cars are cleaned or repaired by said traction Company, its successors or assigns. But all the rights, privileges and franchises hereby granted or made, subject to and shall not abridge or affect the present or hereafter acquired rights, privileges or franchises of said traction Company, its successors or assigns, in, to, upon or along, said streets or any of them.

The above grant is made upon the following express conditions:

1. The said company, party of the second part shall charge five cents for a single fare between any two points in said city on its lines. All tickets held for passage by the Port Wayne traction Company shall be received for passage within the corporate limits of the city of Port Wayne, in the care of said Company, party of the second part.
2. The said Company, party of the second part may, at all times carry in its passenger cars, or in suitable compartments thereof provided for such purpose, or in mail, express or freight cars of the same style and construction as a passenger car, except as to windows and inside finish, such baggage belonging to its passengers being transported in such cars, as is usually allowed to be carried by passengers in cars of steam railroad companies.

and also limited letter mail, merchandise and express matter, that may be enclosed in boxes, cases, cartons and parcels and which can be carried in the kind of cars heretofore described, provided, however, that no iron animals of the kind commonly termed live-stock shall be carried in any such cars or in any such compartment at any time and provided further, that all baggage other than hand baggage and express matter shall be delivered at the station or terminal on the passenger loop, and all freight carried as aforesaid shall be delivered at the station or terminal located on the freight loop then referred to, for distribution and that in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded in or upon any of the streets, alleys, avenues or public grounds of said city, except at said stations or terminals, provided also, that parcels properly secured in boxes or cartons may be carried in said cars between the hours of 12³⁰ M. and 5³⁰ M.

3. The cars to be run and operated by said Company, party of the second part shall be propelled by electric power only, and said Company, party of the second part shall, during the entire period for which this franchise is granted, so operate its cars as to carry passengers to and from the public at all times with speed and efficiency and service; that its cars shall be of the best and most approved pattern and finish at all times kept clean, well maintained, provided with comfortable seats for passengers, and heated with coal and steam appliances, whenever the weather is such that the comfort of the passengers shall require the same, and lighted at night with electricity or with some equally efficient light; that all such cars shall be kept in good repair, and at all times be painted on the outside and decorated on the inside so as to present an attractive appearance, and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall be provided with fenders and all other modern appliances for the safety of its passengers and employees, including a headlight; that each of such cars shall bear thereon the name of said Company, party of the second part, or the point of its destination in letters of such size that the name may be readily discerned and read by persons of ordinary eyesight, and that at night such name shall be illuminated or displayed that the same may be readily and easily seen by persons desiring to take passage in such cars.

4. All cars of the said Company, party of the second part, shall be required to run and shall at all times run at the same rate of speed as the cars of the Port Wayne Traction Company shall run, and shall not be stopped or stand on the railway of the Port Wayne Traction

Company for the purpose of taking on or off freight or merchandise, except on its own spur, or at such points on its freight loop as may be from time to time designated and permitted by said Western Company, its successors and assigns, or so as to interfere with the proper operation of the other cars on the railway of the Port Wayne Traction Company, its successors or assigns.

5. The said Company, party of the second part, shall be required at all times to run its cars, so as not to unnecessarily impede public traffic by at intersections of public streets, alleys or avenues or road city and third cars shall be stopped clear of cross streets. The cars of said company, party of the second part, shall be entitled to the track in all cases as to, and whenever any team or vehicle (except other street cars) shall meet or be overtaken by a car, such team and vehicle (except other street cars) shall give way to said car, nor shall any person willfully or purposely obstruct or interfere with any of the cars by driving or stopping, or running to or placed or driven in a cross street, or stopped by any team or vehicle or other obstruction, in, upon or along across or near the track of said line, after being notified by the motorman or the ringing of the bell or otherwise.

6. Said Company, party of the second part, shall comply in every respect to the laws of the State of Indiana, and all laws and ordinances of the City of Port Wayne, and to all other public authorities relative to the management, operation or control of its cars, so far as the same are applicable to said Company, party of the second part.

In further consideration of the grant herein and hereby made and in part payment thereof to said party of the second part, its successors and assigns, office and bond shall be paid to the City of Port Wayne, party of the first part, the following amounts annually during the life of this contract: without compensation for the first year of its operation; two hundred and fifty dollars for the next five years thereafter, and five hundred dollars for each remaining year of the contract.

7. It is agreed by and between the parties hereto that one of the principal considerations for the grant is the promise, agreement and undertaking of said Company, party of the second part to build an interurban railway line from the City of Port Wayne, Indiana, to the City of Zionsville, Indiana, and that all rights and privileges granted herein to said party of the first part to said Company, party of the second part shall forthwith terminate and this contract become null and void, if the party of the second part shall not have constructed and in operation such railway from Port Wayne to said City of Zionsville on the thirtieth first day of December, 1904, unless on account of Acts of Providence, litigation or force majeure

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dollars, in which event the Board of Public Works of said City may grant a reasonable extension of time, provided that the same is approved by the Common Council.

5. The said Company, party of the second part, before exercising any of the rights hereby granted, shall execute to the City of Fort Wayne a good and sufficient bond in the sum of ten thousand dollars (\$10,000.00) with good and sufficient sureties, to be approved by the Board of Public Works, conditioned that the said Company, party of the second part, shall faithfully carry out and perform each and every agreement herein contained, and shall well and truly pay to said City all penalties, forfeitures and other sums of money for which, under the terms of this contract it may become liable to said City; and said bond shall be renewed from time to time during said period on the demand of the said Board of Public Works of said City, whenever in the opinion of said Board, the surety or sureties on said bond has become insufficient for any reason whatever, or upon the accumulation of unpaid penalties, forfeitures, judgments or other claims against said Company, party of the second part, in favor of said City, the said Board deems such renewal necessary.

And in case the said Company, party of the second part, shall on reasonable demand of said Board of Public Works, fail or refuse to renew such bond or furnish such additional security as may be required, then the right under this contract shall cease, and the franchise herein granted be forfeited, which forfeiture may be enforced in any Court of competent jurisdiction.

In witness whereof, said parties have hereunto set their hands and seals this 8th day of June, 1903.

Attest: Milburn Fox
Secy.

Fort Wayne and Goschen Railway Company
By James A. Rothwell, Pres.

The City of Fort Wayne, Indiana.
By Peter Eggemann
Wm. Doehmann
H.C. Zollinger
Board of Public Works

Attest: Chas. Schmidt
Clerk.

Section 1, Be it therefore ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore, to wit, on the 8th day of June, 1903, made and entered into by the City of Fort Wayne, Indiana, through its Board of Public Works and the Fort Wayne and Goschen Railway Company, as fully set out in preamble hereto, be and the same is hereby in all

things confirmed and approved.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the Council Chamber in the city of Port Wayne, Indiana, this the 23^d day of June, 1903.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a regular meeting held on the 23^d day of June, 1903, by a majority vote of all members present, did pass the ordinance herewith attached and known as General Ordinance No. 213.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 30th of June, 1903.

August M. Schmidt
City Clerk.

(Approved June 1st, 1903.)

George C. Hays

General Ordinance No. 216.

An ordinance regulating the manner and use of automobiles.

introduced by
J. J. Smith

Section 1. Be it enacted by the Common Council of the city of Port Maitre, that hereafter all automobiles operated in the city of Port Maitre, shall display identifying numbers as herein provided. Such numbers shall not be less than $3\frac{1}{2}$ inches high and the line marking the number shall be white and be at least $\frac{1}{2}$ inch wide, and such number shall be placed at least $\frac{1}{2}$ of an inch apart.

Section 2. All such numbers shall be painted on black signs, plaques of wood, metal or leather, or directly on the machine itself, provided the machine be painted black at this particular place, and such particular signs or plaques shall be so attached to the machine that they will not sway in any direction independent of the motion of such machine.

Section 3. Such numbers shall be displayed on the rear of the machine in plain light as nearly as possible in the middle of such machine, and shall be low enough so as not to be hidden by the hood or any other obstruction on the machine.

Section 4. The numbers shall be of Arabic numerals.

Section 5. For the purpose of the enforcement of this ordinance all automobiles are hereby divided into two classes.

Class A, Private Automobiles.

Such automobiles shall display a number as herein provided and such number shall correspond with the number issued to the owner of said automobile, as hereinafter provided.

Class B. All public automobiles engaged in the transportation of passengers, merchandise, or any other business purpose.

Such machines or automobiles shall display a number corresponding with and in addition thereto shall display letters of similar size or design which shall indicate the person, firm or corporation by whom such automobile is owned, and such letter or letters shall be registered or recorded in the office of the city clerk as being the designating letter or letters of such owner.

Section 6. All automobiles when in use on the streets shall have and keep a lighted lamp or lantern from sunset to

daybreak, which shall throw a red light directly to the rear of the machine and a white light on the letters or numbers, in such manner as to make such letters and numbers plainly visible and legible.

Section 7. It shall be the duty of any person, company or corporation owning or operating an automobile in the city of Fort Wayne, to register his, there or its name in a book to be kept in the office of the city clerk of said city for that purpose, together with the number of the machine as herein provided. No person, firm or corporation shall be allowed to adopt a number that at the time of his registering his name has been adopted by any other person, firm or corporation, and registered in the office of the city clerk.

Section 8. Any person, firm or corporation violating, disobeying, neglecting or refusing to comply with any of the provisions of this ordinance, shall be subject on conviction, to a penalty of not less than \$500 nor more than \$2500 for each offence.

Section 9. This ordinance shall be in full force and effect from and after its passage, approval by mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, this 11th day of August, 1903.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 11th day of August, 1903, by a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance No. 216.

August M. Schmidt
City Clerk

Presented to the mayor for approval September 12th, 1903.
August M. Schmidt
City Clerk

Approved September 12th, 1903.

Henry C. Borghoff
Mayor

Sanctified by
H. Kinder

General Ordinance No. 217.

An ordinance to amend Section two (2) of an ordinance
entitled "An ordinance regulating the gathering and evacuation of
kitchen garbage, the carrying away of tin cans, broken dishes, &c.

Section 1. Be it enacted by the Common Council of the City of
Fort Wayne, that Section two (2) of the above entitled ordinance
be amended to read as follows:

Section 2. That for the purpose of promoting the comfort of
the citizens and the cleanliness of the city and promoting order
and efficiency there therein, and for the purpose of facilitating
and assisting the Board of Public Works of said city in collecting
carrying and disposing of kitchen garbage provided for in section
one (1) and for the carrying away of tin cans and broken dishes, it
shall be unlawful for any person to throw out, empty or place on
any lot, ground, street or alleys in said city any kitchen garbage
stove, vegetables or animal waste, commonly called garbage, at any
time, but each and every person making, doing or necessitating
any such garbage being designated, shall put the same and every
port thereof, excepting drainage, in a steel or iron can with handles
and tight lid thereon, and of such size as the necessity of each
individual case may require. The said garbage cans, to be placed at
a convenient place for garbage collectors and just within rear lot line
if conditions are such as will enable it to be done.

The head of every family, or any person occupying or having
control of or authority over any place or premises where such
garbage is made, except saloons, hotels, restaurants and boarding
houses, shall be required to attend to the collecting, securing and
disposing of all said garbage in a manner as in this ordinance
provided. It shall be unlawful to mix tin cans, broken dishes,
york and house sweepings with kitchen garbage, but when tin cans
and broken dishes are collected and placed in a separate box con-
venient for garbage collectors, the same will be removed without expense
to property owners."

Section 2. This ordinance to be in full force and effect on
and after its passage and approval by mayor.

Done at the common chamber in the city of Fort Wayne, Indiana,
on the 8th day of September, 1903.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a regular meeting held on the 8th day of September 1903, by a majority vote of all the members present, did pass the ordinance hereto attached and known as General Ordinance No. 211.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 17th day of September, 1903.

August M. Schmidt
City Clerk.

Approved September 13th, 1903.

Henry C. [unclear]
[unclear]

General Ordinance No. 218.

The ordinance authorizing the employment of certain officers, assistants and employees, fixing the compensation, salaries and wages of certain officers, clerks, and employees of the city of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when this ordinance shall take effect, with amendments made thereto September 8th, 1903.

Section 1. Be it ordained by the Common Council of the city of Port Wayne, Indiana, that the officers, clerks, assistants and employees of the city of Port Wayne, Indiana, shall respectively receive the compensation, salaries and wages as hereinafter in this ordinance provided. The employment of such officers, clerks and assistants is an hereinafter, now and ever hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the sums and amounts respectively named for such officers, clerks and assistants.

Section 2. Such compensation and salaries of such officers, clerks, assistants and employees, shall be as follows:

The Mayor of the city of Port Wayne, Indiana, shall receive a salary of the rate of one thousand dollars per annum.

The city clerk of the city of Port Wayne, Indiana, shall receive as salary at the rate of two thousand dollars, per annum.

Each musician of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one hundred and fifty dollars per annum.

The said attorney shall receive a salary, at the rate of two thousand dollars per annum.

The Comptroller of the City of Port Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The regular Clerks of the City of Port Wayne, Indiana, shall receive a salary at the rate of eight hundred dollars per annum.

For the Department of Public Works.

The Chairman of the Board of the Board of Public Works shall receive a salary at the rate of four hundred dollars per annum.

Five members of the Board of Public Parks shall each receive a salary at the rate of one thousand dollars per annum.

The Photographer of the site of Fort Wayne shall receive a salary at the rate of forty five dollars per month.

The city and harbor of the city of Port Wayne shall receive a salary at the rate of two thousand dollars per annum.

His assistant City and Engineer of the city of Fort Wayne Indiana shall receive a salary at the rate of Eighty five dollars per month.

The Superintendent of streets of the city of Fort Wayne shall receive

a salary at the rate of seventy five dollars per month.

The foreman of street repairs of the city of Fort Wayne shall receive a salary at the rate of sixty dollars per month.

The janitor at the city building shall receive a salary at the rate of fifty dollars per month.

The assistant janitor of the city building shall receive a salary at the rate of thirty five dollars per month.

The Superintendent of Parks of the city of Fort Wayne shall receive a salary at the rate of seventy dollars per month.

For the Department of Public Safety.

The three members of the Board of Public Safety shall ^{each} receive a salary at the rate of four hundred dollars per annum.

The Marketwarden of the city of Fort Wayne shall receive a salary at the rate of twenty five dollars per month.

The city poundmaster of the city of Fort Wayne shall receive a salary at the rate of twelve dollars per month.

The city watchman of the city of Fort Wayne shall receive a salary at the rate of sixty dollars per month.

Employees of the Police Department shall receive the following salaries:

The police judge shall receive a salary at the rate of two thousand dollars per annum.

The superintendent of police shall receive a salary at the rate of thirteen hundred and twenty dollars per annum.

The captain of police shall receive a salary at the rate of two hundred dollars per annum.

The lieutenant of police shall receive a salary at the rate of one thousand and twenty dollars per annum.

Two sergeants of police shall each receive a salary at the rate of nine hundred dollars per annum.

The detective of police shall receive a salary at the rate of nine hundred dollars per annum.

Each patrolman shall receive a salary at the rate of sixty five dollars per month.

Two patrol drivers shall each receive a salary at the rate of sixty dollars per month.

Two station clerks shall each receive a salary at the rate of fifty dollars per month.

The electrician shall receive a salary at the rate of forty five dollars per month.

The Humane Officer shall receive a salary at the rate of forty dollars per month.

Employees of the Fire Force shall receive the following salaries:
The chief of the Fire Force shall receive a salary at the rate of one
thousand and twenty five dollars per month.

Each engineer of the Fire Force shall receive a salary at the rate of
eighty five dollars per month.

Each captain of the Fire Force shall receive a salary at the rate of
seventy five dollars per month.

The electrician shall receive a salary at the rate of fifty five
dollars per month.

Each fireman of "Class A" shall receive a salary at the rate of
seventy dollars per month.

Each fireman of "Class B" shall receive a salary at the rate of sixty five
dollars per month.

Each fireman of "Class C" shall receive a salary at the rate of fifty five
dollars per month.

The telephone attendant at the Central Fire Station shall receive a
salary at the rate of fifty five dollars per month.

For the department of Health and Charities.

The Commissioner of Public Health shall receive a salary at the rate
of sixteen hundred dollars per annum.

The two special sanitary policemen shall each receive a salary at
the rate of sixty dollars per month.

The two assistant physicians acting as sanitary inspectors shall
each receive a salary at the rate of \$1500.00 per annum.

The special Clerk in Health Office shall receive a salary at the rate
of \$300.00 per annum.

Section 3. The compensation, salaries and wages enumerated and
provided for in the foregoing sections of this ordinance shall be
paid out of the funds of the city treasury appropriated and to
be appropriated for such purposes. And salaries to be paid at
the expiration of each month during the time of service.

Section 4. All ordinances and parts of ordinances in conflict
herewith are hereby repealed.

Section 5. This ordinance to be in full force and effect on and
after its passage and approval by the mayor.

Done at the council chamber in the city of Fort Wayne, Indiana,
on the 8th day of September, 1903.

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I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a regular meeting held on the 8th day of September 1903, by a majority vote of all members, elect. did pass the ordinance herewith attached and known as General Ordinance No. 218.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 17th day of September, 1903.

August M. Schmidt
City Clerk.

Approved September 23^d 1903

Henry C. Benschaff
Mayor.

General Ordinance No. 219.

Introduced by
McDermott

An ordinance confirming and approving a certain contract entered into the 13th day of April, 1903, by the city of Port Wayne through its Board of Public Works, and the Pennsylvania Company, together with the amendments made thereto of September 8th, 1903.

Now as on the 13th day of April, 1903, the Board of Public Works of the city of Port Wayne, State of Indiana, on behalf of the City, entered into the following agreement and contract and amendments thereto of September 8th, 1903:

This agreement made and entered into this 13th day of April 1903, by and between the city of Port Wayne, Allen County, Indiana, hereinafter called the City, by and through its Board of Public Works, party of the first part, and the Pennsylvania Company, hereinafter

called the Company, party of the second part, Witnesseth: That the party of the first part, by and through its Board of Public Works, and by notice of the Board conferred upon it, and the said Board of Public Works, by the laws of the State of Indiana, does hereby, subject to the conditions herein expressed, authorize and empower the said party of the second part, its successors and assigns, from and after approval and ratification of this contract by an ordinance of the common council of said city, to construct, lay and maintain a single track steam railroad of standard width over and along the following streets:

Commencing at the east property line of Hanna street at the west end of Toledo street, thence west on Toledo street to Lafayette street, thence south on Lafayette street to Murray street, thence west on Murray street to a point of grade of the railroad on the

north and south alley east of Calhoun street.

Said track herein authorized to be laid and maintained is to be used for the switching of freight cars to and from industries along the line of said streets with its other switches and main lines. The present and permission herein given is upon the following conditions: That the track of said company shall not be elevated above the grade of such streets and be same shall be laid and maintained so as to conform with the established grade of such streets as they shall from time to time exist and in such a way as not to be an unnecessary impediment to the ordinary and proper use thereof by carriages, horse-drawn or other vehicles along or upon such track at any point thereon. That the track and rails shall conform with the grades of the streets now established or be raised hereafter to establish by said city, and subject at all times to be taken up and relaid by the said company, its successors and assigns, at its own expense, whenever necessary for the purpose of regrading, paving or repairing or repairing such streets, constructing sewers, laying or repairing water, gas or other pipes or any other public improvement. In case the rails of such track shall not conform with the grade of the streets as above provided the Board of Public Works shall notify the master of the second best change. The duty of the second best shall be to raise such track and make such track conform to any grade within thirty days from the time of receiving such notice and upon failing so to do the Board of Public Works shall have the right to raise such tracks and make such improvement and charge the cost thereof to said company, its successors and assigns and in case such company, its successors and assigns shall fail to pay such expense within thirty days from the time said Board has rendered a bill therefor, the said city shall have a right of action to recover said account against the said company, its successors and assigns, and in case of such failure to pay any such bill and if suit is brought to recover the same, then said city shall be entitled to recover in addition to the cost of the said improvement, a reasonable attorney fee.

Section: That said company shall form the outer width of the driveway of Lafayette street from the north line of Polk street to south line of Murray street and shall form Murray street from Lafayette street west to the end of its tracks between the rails and two feet on the outside of each rail. Said company to be notified paving work, laid in accordance with plans and specifications to be furnished by the Board of Public Works and at the same time the track is laid in the said streets. That said company shall repair said sections of street herein authorized to be occupied,

in the manner and to the extent herein set out, at such times thereafter as the Board of Public Works of the city may require, but shall at all times keep said portion of such streets in a good condition of repair.

Third: That the use of the said tracks by the party, of the second part, its successors and assigns, herein authorized to be laid and maintained, is limited and restricted to hours between eleven (11) A.M. and six (6) P.M. of each day, and during all other hours of the day, said tracks shall be clear and unobstructed for public use.

Fourth: That in the event the Board of Public Works and Common Council or either, is authorized by law so to do, direct and order that said second party, its successors and assigns shall construct a viaduct or tunnel under, or over the crossing of Lafayette street with the right of way of the Pittsburg, Fort Wayne, and Chicago Railway Company and the Wabash Railway Company, or if said second party, its successors and assigns is required to elevate its track and work tracks through the city of Fort Wayne, then in that event, said second party, its successors and assigns, shall remove or cause to be removed the said tracks herein authorized to be laid from off Lafayette street, if the same is necessary to make such public improvements, and in case of refusal or neglect to remove such tracks, the Board of Public Works is authorized to remove the same at the cost of said second party.

Fifth: That said company, its successors and assigns shall not at any time haul to exceed six (6) cars over and along any part of the track or tracks herein authorized to be laid and shall not load or unload any cars upon any of said tracks, either upon Lafayette, Murray or Toledo streets, and shall not at any time, loaded or unloaded, to stand upon said streets.

That the said party, of the second part, its successors and assigns, shall, at the time of constructing its said track upon Toledo street, construct and maintain not less than six (6) substantial crossings for and across Toledo street to the right of way of the Wabash Railway Company, said crossings to be erected and constructed under the supervision of the Board of Public Works.

It is further agreed that if at any time the Board of Public Works orders Toledo street paved, said second party, its successors and assigns, shall pave between the rails and two feet on the outside of each rail with the same material as the balance of said street, and thereafter, shall keep such portion of the street in repair, such portion of the said street is to be paved in accordance with plans and specifications furnished by Board of Public Works.

which shall provide that the ties upon which the rails rest shall be laid upon not less than six (6) inches concrete.

It is further agreed by and between the parties to this contract that if said party of the second part, its successors and assigns fails to comply with any of the provisions of sub-divisions three and five (3 & 5) of this contract said second party, its successors and assigns shall forfeit all the rights and privileges by this contract granted.

The rights, privileges and franchises hereby and herein given and granted shall be vested in the Pennsylvania Company, its successors and assigns, for a period of fifty (50) years from the approval of the ordinance by the mayor.

It is agreed by and between the parties hereto, that the tracks herein authorized and shall be located by the Board of Public Works, and that the ties upon which the rails rest, shall be laid upon not less than six inches of concrete, upon ~~Jefferson~~ and Murray streets.

The said party of the second part further agrees and binds itself, its successors and assigns, to keep and hold said city free and harmless from all liability from any and all damages that may accrue to any person or persons on account of injury to other persons or property, growing out of the construction and maintenance of said tracks, or from the operation of the cars thereon, and in case said shall be filed against said city in account thereof, said party of the second part upon notice to it by said city, will defend said city against said action and in court judgment be obtained against the city, the said party of the second part, its successors and assigns shall pay such judgment with all costs, and hold the city harmless therefrom, provided such judgment can be enforced in law.

It is further agreed and understood that if said party of the second part, its successors and assigns, does not occupy the said streets herein designated for the purpose herein provided, within one year after the approval of this contract by the Common Council then in that case the said second party, its successors and assigns shall forfeit all the rights and privileges herein granted. Provided, however, if said second part is prevented from taking possession of said streets within by time herein stipulated by reason of the judgment of any court, then in that event said Board of Public Works and Common Council may grant a reasonable extension of time.

Witness our hands and seals this 13th day of April, 1903.
 Pennsylvania Company, operating P. & W. R.
 By J. B. McNamee Superintendent.

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The City of Fort Wayne, Indiana

Attest:

Al. Schmidt.

By Peter Eggemann
M. Doehmann
H.C. Zollinger
Board of Public Works.

The City of Fort Wayne by and through its Board of Public Works and the Pennsylvania Company, herin consent to the amendment of the foregoing contract as recommended by the Common Council at a regular meeting of September 8th, 1903.
Witness our hands and seals this 8th day of September, 1903.

Pennsylvania Company
operating P. & N. R.R.
By J.B. Mc Kim
Superintendent

Peter Eggemann
M. Doehmann
H.C. Zollinger
Board of Public Works.

Section 1. Be it thenfor ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore to wit, on the 15th day of April, 1903, made and entered into, together with amendments thereto of September 8th, 1903 between the Board of Public Works and the Pennsylvania Company, as fully set out in preamble thereto, be and the same is hereby in all things approved.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne, Indiana, on the 8th day of September, 1903.

I, Peter Eggemann, certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 8th day of September, 1903, by a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance, No. 19.
August M. Schmidt, City Clerk

Presented to the Mayor for approval on the 17th day of September, 1903.
August M. Schmidt
City Clerk.

Approved September 26th, 1903.

Henry C. Berghoff
Mayor.

General Ordinance No. 220.

Introduced by
H. Kaestlin.

An ordinance fixing the tax levy for city purposes for the year 1903, as amended September 29th, 1903.

Section 1. Be it ordained by the Common Council of the city of Port Wayne, that a levy of \$1.00 upon each \$100.⁰⁰ of assessed valuation of all property within the corporation limits of the city of Port Wayne be made for the year 1903. That the above levy be divided as follows:

General purposes and interest	86 cents.
Sinking Fund	3 "
Port Wayne Monument Fund	0.14 "
Market House Fund	0.14 "
Fireman's Pension Fund	1 "
Municipal Electric Light Fund	7 1/2 "
	<hr/> Total \$1.00

Also that there shall be collected from each male inhabitant liable by law a poll-tax of \$2.⁰⁰

Section 2. That all taxes shall be collected by semi-annual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chamber in the city of Port Wayne, Indiana, on the 29th day of September, 1903.

I hereby certify that the Common Council of the City of Port Wayne, Indiana, at a regular meeting held on the 26th day of September, 1903, by a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance No. 220.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 3^d day of October 1903.

August M. Schmidt
City Clerk.

Approved October 3^d, 1903

H. C. Berghoff Mayor.

General Ordinance No. 221.

Introduced by
B. A. Brown.

An ordinance approving the permit granted by the Board of Public Works to the Wabash Railway Company to lay tracks over and across Fairfield Avenue, Madison Avenue, Main Street and Wabash Avenue.

Section 1. Be it enacted by the Common Council of the city of Fort Wayne, that the following permit granted by the Board of Public Works to the Wabash Railway Company to and the same is hereby approved: The city of Fort Wayne, by and through its Board of Public Works, does hereby, subject to the conditions hereinafter expressed, grant permission to the Wabash Railway Company, its successors and assigns, to lay and maintain three single tracks in addition to those already laid over and across Under Street, one single track over and across Madison Avenue, and one single track over and across Wabash Avenue for the period of twenty years, and as much longer as the Board of Public Works and the Common Council may hereafter authorize, after the expiration of said twenty years. The permission herein given is for the purpose of giving larger switching facilities in the eastern part of the city, and thereby becoming the necessity of switching over and across streets in the central part of the city, especially over Calloway Street; and a single track across Fairfield Avenue for the purpose of a turn track connecting its properties on opposite sides of the Avenue. The grant herein made is upon the condition that if at any time a tunnel or viaduct should be constructed over or under either of said streets herein named, or if said railroad track should be ordered accepted by any department of the city government having authority, but in that event the said Wabash Railway Company, its successors and assigns, shall if necessary, upon order of the Board of Public Works, remove said tracks from off said streets, or either of them as the order might direct, and if not so removed, that the said Board of Public Works is herein authorized to remove the same, cause the same to be removed at the expense of said Wabash Railway Company, its successors and assigns, that the said tracks over and across the respective streets shall be so constructed and maintained as not to interfere with the use of said streets for public travel. That said Wabash Railway Company, its successors and assigns, shall at all times during the maintenance of said tracks over and across said streets protect and care to preserve the use of said streets from any and all liability growing out of the use of said streets by said Company, its successors and assigns, for the purpose herein set out.

That said Company before exercising any of the rights under this permit shall accept in writing the permission herein granted.

In case said company, its successors and assigns, violates any of

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the conditions or covenants to comply therewith, the said Board of Public Works is hereby authorized to remove either or all of said tracks from off said streets and remove the cost of such removal in an action of debt against said Company, its successors and assigns; this permit is granted upon the further condition that the same shall not be effective until approved by an ordinance of the Common Council.

Witness our hands and seals this 12th day of October, 1903.

Peter Eggmann
1st Jst Schumann

Board of Public Works

Section 2. This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 27th day of October, 1903.

I, Peter Eggmann, certify that the Common Council of the City of Fort Wayne, Indiana, at its regular meeting held on the 27th day of October, 1903, by a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance No. 221.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 7th day of November, 1903.

August M. Schmidt
City Clerk.

Approved November 7th, 1903.

Henry C. Bryhoff
Mayor.

Introduced by
Jesse Brown
David Peltz

General Ordinance No. 223.

An Ordinance requiring the Lake Shore and Michigan Southern Railroad Company to erect and maintain safety gates at the crossing of its right of way with Fourth Street within the corporate limits of the city of Fort Wayne.

Section 1. Be it enacted by the Common Council of the city of Fort Wayne, that the Lake Shore and Michigan Southern Railroad Company is hereby required to erect and maintain safety gates on each side of its track where the same cross Fourth Street in the city of Fort Wayne.

Section 2. Reliable and competent men shall be employed to operate such gates when in use from 6 o'clock A.M. to 6 o'clock P.M.

Section 3. Said company failing to erect and maintain safety gates at the said crossing herein provided, shall be fined in the sum of ten dollars (\$10.00) on complaint of any citizen of said city, filed before the judge of the Municipal Court of the city of Fort Wayne, and every day the crossing is allowed to remain without safety gates shall be deemed a separate offense. It is hereby provided that sixty (60) days time shall be given to said Lake Shore and Michigan Southern Railroad Company to erect said gates herein provided for.

Section 4. This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 13th day of January, 1904.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 13th day of January, 1904, by a majority vote of all members present did pass the ordinance herein attached and the same known as General Ordinance No. 223.

August M. Schmidt, City Clerk.

Presented to the Mayor for approval on the 22nd day of January, 1904.

August M. Schmidt
City Clerk.

Approved January 25th, 1904.
Henry C. Breyhoff
Mayor.

General Ordinance No. 223.

introduced by
H. H. H. H.

The Ordinance approving a contract entered into by and between the City of Port Wayne, through its Board of Public Works, and the Port Wayne Electric Light & Power Company, together with the amendments made thereto Jan., 28, 1904.

Whereas, on 21st of July, 1903, the Board of Public Works of the City of Port Wayne, State of Indiana, on behalf of the city, entered into the following agreement and contract with amendments thereto of January 28th, 1904:

That agreement made and entered into this 21st day of July 1903, by and between the City of Port Wayne in the County of Allen, State of Indiana, by and through its Board of Public Works, and Common Council, party of the first part and the Port Wayne Electric Light and Power Company, a corporation duly organized under the laws of the State of Indiana, party of the second part, witness as follows:

Section 1. That the right, authority, privilege and franchise is hereby given, granted and vested by the party of the first part unto the Port Wayne Electric Light & Power Company, its successors and assigns, to erect, maintain and operate an electric light and power plant, station and system of electrical distribution in the City of Port Wayne, Allen County, Indiana, to make such alterations and improvements therein and to construct, erect, equip, maintain and operate such extensions thereto as may be necessary and desirable for the purposes aforesaid, and for the purpose of affording to said city and the inhabitants thereof, all the benefits of an efficient electrical service; and consent, permission and authority is by this ordinance and instrument given, vested and granted to said Port Wayne Electric Light & Power Company, its successors and assigns to enter upon, use, occupy, and enjoy, and to erect poles and poles in, upon, and to string wires over and under all necessary streets, alleys, bridges, sidewalks, and other public places, except parks within said city, and any additions thereto; to construct, ^{erect} equip, maintain and operate said electric light plant, and power plant and system of electrical distribution and extensions thereof, and to place, erect, maintain and operate all other necessary fixtures and improvements for the successful maintenance and operation of said system of electric lighting and power for the public and private use of said city and citizens thereof.

The rights, privileges and franchises hereby and herein given and granted shall be vested in the said Port Wayne Electric Light & Power Company, its successors and assigns until January 1st, 1935.

Section 2. The poles erected under the provisions of this ordinance shall be of sufficient height so that the wires strung thereon shall not be above the general grade of the street and alley, there being then twenty-five feet (25'), except on streets in the business district when said wires shall be not less than thirty (30) feet from the general grade. All poles shall be numbered consecutively and lettered with the initials of said party of the second part, its successors and assigns. Potentially insulating wires only shall be installed and all feed wires on the lower side to be fully protected on the upper platform.

All poles shall be so set as not to obstruct public travel on said streets and alleys, nor to obstruct the flow of water in the gutters, and whenever any poles are in the way of any public improvement said second party agrees upon twenty-four (24) hours' notice, given by the proper city authorities, to at once relocate the same at its own expense. All poles and conduits shall be located under the supervision of the Board of Public Works and after the location of said poles, said second party agrees to remove all debris and promptly restore the streets, alleys, sidewalks and curbing where disturbed to as good condition as the same were before disturbed. Provided that before proceeding to the location of any poles or the construction of any conduits, the second party shall prepare and deliver to the Board of Public Works of said city a plan showing the exact location of each and every of said poles, and of said conduits, together with a description of the proposed location of constructing such conduits, which plan shall be deemed acceptable to said city, unless within ten (10) days from the time same is filed, said Board shall indicate such changes as it deems made in the location of said poles and conduits. And said second party may proceed with the location and construction of so much work as is not objected to by said Board. In case of any such objection, said Board shall promptly indicate all writings such changes as it deems to be made in the location thereof and said second party shall conform to the re-location thereof as specified by said Board.

In case of any dispute between any citizen and said second party as to the location of any pole, the Board of Public Works shall fix said location and its decision of said Board shall be final as to such location.

The City of Fort Wayne shall at all times have the right to string its telephone, police signal and fire alarm wires upon the poles of or in one duct of the conduits of said second party, but shall use such poles and ducts as not to interfere with the

business) of the said second party.

It is further understood and agreed that whenever the said City of PortMoyne, by its proper representatives, shall determine to and shall by proper ordinance create an under-ground district within which houses, firms or corporations using overhead wires, street car wires excepted, shall be required to place said wires underground that said second party, its successors and assigns will place its wires underground within said district or territory within a reasonable time thereafter, and will not contest the validity of said ordinance.

Section 3. In consideration of the grants, rights, privileges and franchises herein contained and of the mutual conditions and agreements herein, the said PortMoyne Electric Light and Power Company agree to rent to said City of PortMoyne for the lighting of streets, squares, and public places within said city, for and during a period of ten (10) years, from the date of the approval and ratification of this contract and ordinance by the Common Council of said City, three hundred and twenty-four (324) or more electric lamps, and to keep the same lighted according to the Philadelphia Municipal Schedule, and at all other times at night when the moon is obscured and the Mayor of said city or the Board of Public Works shall direct said lamps to be lighted; and the said City agree to pay to the said second party, therefor at the rate of twenty dollars per annum, payable monthly, as hereinafter provided, for each electric arc lamp furnished and operated by said second party for said first party, subject only to what is hereinafter provided, payments to be made as follows:

The second party agree to furnish to said first party on or before the second day of each month, a statement of the amount due for lights furnished during the preceding calendar month and one right to which the first party when he entitled as provided, herein, which amount due shall be paid to said second party within three (3) days thereafter.

If any of the lamps do not burn during said time aforesaid said city is to have a pro rata credit on the amount due said second party at the end of the month; and it is agreed that the police of said city are to report monthly all lamps not burning on their routes or beats, and the time said lamps are out and the proportionate credit aforesaid is to be given according to the report of said police which is to be taken as conclusive.

Said second party shall cause to be lighted as soon as possible all lamps ^{ordered} not burning, and for failure to do so after notice from any officer of the city, it shall forfeit and pay as a penalty to said city a sum equal to the sum it would be entitled to had

such lamps been burning.

Said second party further agrees as soon as it can complete its new power station, if asked to do so by said first party, to substitute for lamps now in use, enclosed arc lamps, each lamp ^{as measured} consuming at its terminals 480 watts at an average of six and one half (6½) amperes and showing a difference in potential of seventy to seventy-five volts; and to furnish any additional number of such enclosed arc lamps which shall be desired to be placed from time to time by said city or its proper officers.

Section 4. Said party of the second part agrees to maintain the star iron towers and all other towers now in use by the Jenuer Electric Light & Power Company in said city for public lighting, with not less than the number of lamps now used on each of said towers, and that it will keep all of said lamps, including those on said towers clean and in good repair; and will furnish free of charge or expense to said city all necessary material, such as glass, carbons and other supplies and appliances, and keep the same lighted according to the schedule and for the price per lamp as provided in Section Three of this contract.

Section 6. Said party of the second part agrees to extend its lines to any part of the city upon order of the Common Council, provided, however, that said Council shall have enough to order said lines extended until a sufficient number of contracts for services along said extensions shall have been signed to warrant a net profit of not less than 10% per annum upon the actual cost of such extensions; said party of the second part further agrees to pay to the city of Fort Wayne as a further consideration of the grant herein made the sum of five hundred dollars per year on and after Jan. 1st 1905 and during the balance of the term of this contract.

Section 7. Said party of the second part further agrees to renew this contract for street lighting from year to year on the same terms and conditions as embodied in Sections 3 and 4, if so desired by said first party.

Section 8. This contract shall not be in force until the second party hereto shall have procured from the Jenuer Electric Light and Power Company the cancellation of certain contracts heretofore entered into between the City of Fort Wayne and the said Jenuer Electric Light and Power Company bearing the date August 8th 1893 and September 13th 1898, respectively, the cancellation of said contracts shall be in writing and signed by the proper officers of said Jenuer Electric Light and Power Company.

It is further understood and agreed that this contract shall not be in force and effect until after its ratification and adoption by the Common Council of the City of Fort Wayne.

Section 9. It is further agreed that said second party shall not be entitled to charge on yearly contracts with responsible customers, more than 15 cents per 1,000 watts for current furnished. A cash discount of 33 1/3% shall be allowed customers who pay their bills on or before the 10th of the month next succeeding that during which the current was furnished; provided however if any consumer of electricity shall use in any one month less than 5000 watts, said second party may charge said consumer the sum of fifty cents (\$.50) for said month and no more.

It is hereby agreed by and between said parties that no meter and sum be charged or collected by said Company in addition to charges for electricity herein fixed or that may hereafter be fixed.

It is further agreed by and between the parties of this contract that the said first party shall have the right to revise the rate for electric current provided for in this contract or that may hereafter be fixed by agreement or arbitration as hereinafter provided, at the expiration of 10, 20 and 30 years from the date of the approval of this contract, if in the opinion of the said first party the rates charged at the expiration of any said period of time are too high.

If the Council of said city should at any or all of said periods herein designated, desire to revise the rates, and the parties hereto cannot agree as to the revised rate, then in that event the rates shall be fixed by a Committee of Arbitration to be appointed as hereinafter provided and the rate fixed by the said Committee, or a majority thereof, to be binding on both parties for a period of ten years from the date of the period at the expiration of which such revision was made; provided however, that said rate fixed by said arbitrators at any of said periods, shall not exceed in amount the price herein provided. Said Committee shall base its findings upon the average of the rates charged at that time in the cities of the United States of approximately the same size as Fort Wayne. Said Committee shall make proper allowance for actual differences in cost of fuel in the cities selected for comparison.

The Mayor of said City shall appoint one member of said Committee of arbitration, the said party of the second part shall appoint one member and the third shall be appointed by the two chosen above. If the two cannot agree on the third, the third to be

appointed by the then acting Judge of the Circuit Court of Allen County, Indiana. All members, however, to be disinterested and reputable mechanical and Electrical Engineers; the third member to be a non-resident of the State of Indiana, and not at the time of his selection in the employ of either of the parties to this contract and furnishing of the said Committee of Arbitration is selected and acts as above, the charges of such committee for services shall be borne equally by the party of the second party and by said first party.

section 10. In further consideration of the grants and privileges herein contained, the party of the second part agree, whenever the party of the first part shall decide to erect and operate its own plant for street lighting, to sell at a fair cash value to said first party all machines, lamps, poles, wires and other appliances belonging to said second party and used exclusively for street lighting which said first party may wish to purchase. Said second party also agrees to lease to said first party space on their poles or in their ducts that said first party may deem for the purpose of stringing wires for public lighting. In case said parties cannot agree as to the fair cash value for purchase or lease as aforesaid, of such property, the same shall be determined by a committee of three arbitrators, one of whom shall be chosen by the mayor of said city, one by the owner of the plant and the third by the two chosen above, said three members of said committee to be a disinterested and reputable mechanical and Electrical Engineer not residing in the State of Indiana, and not at the time of his selection in the employment of either of the parties to said contract, and the finding of the majority of such committee as to such value shall be binding on both the said city and the said owner, and the said city shall be bound to pay and the said owner shall be bound to receive the said amount as the purchase price of said property, provided that nothing herein contained shall be construed so that the said city shall be compelled to purchase said tangible property, or any part thereof unless by its officers it shall elect to have the cash rather than, as aforesaid, approved as herein above provided, and the Municipal Council of said city shall at the proper time, have made the necessary appropriation for such purposes.

section 11. The party of the second part further agree to obligate itself, its successors and assigns, to comply with all the conditions and provisions of this contract, and that it will indemnify and keep harmless said city of Port Wayne from all costs, expenses

and damages incurred by it and from all judgments and decrees rendered against it by reason of or growing out of or resulting from the execution of this contract, or any other matter or thing connected therewith, or from any act of said Company, its successors and assigns, its servants or agents, in carrying out the stipulations of this contract, or any failure to comply with the provisions thereof, and to that said said Company, its successors and assigns, agree to execute to said city a bond in the penal sum of \$10,000, noncumulative, with good and sufficient security, and file the same with the City Clerk, conditioned that said Company, its successors and assigns, will so take and care to take said city and comply with all the conditions and provisions of this contract.

And said second party further agrees to renew such bond, from time to time, as may be required by the Board of Public Works, or to file a new bond at any time the Board of Public Works may deem the old bond insufficient to properly protect the interests of said city.

Section 12. So the end that at the expiration of said period for which said grant is made, there may be no doubt existing as to the respective rights of the parties hereto, it is agreed:

(a) If, at any time not less than three (3) months nor more than six (6) months before the expiration of said term, a new franchise and right to occupy the streets, alleys, avenues and public places of said city, and to supply electricity shall not have been granted to said Company, its successors and assigns by the proper officers of said city, then, the said city shall have the option to become the purchaser and owner of all the tangible properties of said Company, by the payment to the person, Company or Corporation owning the same the fair cash value of such tangible properties constituting an operating plant and system, and in case said city, through its proper officers, and the said person, Company or Corporation, are unable to agree as to the fair cash value, as aforesaid, of such property, the same shall be determined by a committee of three arbitrators, one of whom shall be chosen by the Mayor of said city, one by the owner of the plant, and the third by the two chosen above, said third member of said committee to be a disinterested and reputable electrical and mechanical engineer, not residing in the state of Indiana, and not, at the time of his selection, in the employment of either of the parties to said contract, and the finding of the majority of such committee as to such value shall be binding on both the said city and the said owner, and the said city shall be bound to pay and the said owner shall

is bound to receive the said amount as the purchase price of said property, provided, that nothing herein contained shall be so construed as that the said city shall be compelled to purchase said tangible property, or any part thereof, unless, by its officers, it shall elect to have the cash value thereof, as aforesaid, appraised as herein above provided, and the revenue of said city shall at the proper time, have made the necessary appropriation for such purposes.

If the said committee of arbitration is selected and act as above, the charges of such committee for services shall be borne equally by the owner and the said city.

(b). If, within three (3) months prior to the expiration of this franchise, this contract and the franchise hereby granted shall not have been renewed by a new contract, ratified by ordinance, and if said city shall not have exercised its optional right to purchase the tangible property of the owner thereof, the said city shall have the right through its proper officers to enter into a contract with and grant a franchise to, another person, company or corporation to operate said property upon such terms as may be fixed by such contract for a period commencing on the date of the expiration of the franchise herein granted. And such person, company or corporation to which such new franchise may be granted may become the owner of the said tangible property and have the right to operate the same upon the payment to the Company, party of the second part, or to whomever may then be the owner of such property, the fair cash value thereof as an operating plant and system, and if said person, company or corporation to which such new franchise is granted and the person, company or corporation owning such property shall be unable to agree as to the fair cash value of said property, as aforesaid, then, the same shall be determined by a committee of three (3) arbitrators, to be chosen, one by each of said parties and the third by the two so chosen by the parties, said third member to be a disinterested and reputable expert mechanical and electrical Engineer, not residing in the state of Indiana, and not, at the time of his selection, in the employment of either of said parties, and the decision of such committee or a majority thereof shall be final and binding on all parties. The expense of such committee including their compensation shall be equally borne, one-half by each of said two Companies or Corporations.

(c) If on the expiration of this franchise the city of Fort Wayne shall not have become the owner of said plant and system, and if the tangible property constituting said plant and system shall not have been sold and conveyed to any other person,

company or corporation having a franchise and the right by contract with the city, to operate the same, and if this franchise shall not have been renewed or extended as herein provided, then he, who shall through its proper officers, proceed to offer by public advertisement a new franchise for the operation of said plant and system for a term of years, which franchise shall be awarded to the bidder, who being solvent and responsible, offers the most favorable terms for the city, and its citizens, and who will bind himself, themselves or itself, in the case may be, to take the tangible property constituting said plant and system and pay to the person, company or corporation then owning the same the fair cash value thereof, as an operating plant, and if the parties can not agree as to the fair cash value of said property, as aforesaid, then the same shall be determined by a committee of three (3) arbitrators, to be chosen, one by each of the parties, and the third to be the two so chosen by the parties, said third member to be a disinterested and reputable mechanical and electrical engineer, not residing in the state of Indiana, and not, at the time of his appointment in the employment of either of said parties and the decision of such Committee, or a majority thereof, shall be final and binding on the said parties. The expense of such Committee including compensation, shall be equally borne one half by each of said two Companies or Corporations. If, at the expiration of this franchise, the same shall not have been extended, or the said property disposed of as provided for herein, it is expressly understood and agreed that said Company, party of the second part shall not have the right to tear up any street or wire, occupied by it for the purpose of taking up any of the underground property, belonging to the said party.

Section 13. It is further understood and agreed by and between parties to this contract that said party of the first part reserve the right to at any time, engage in the manufacture and distribution of electricity with own account for public and commercial purposes, and nothing herein contained is to be construed as a limitation upon the rights of the said first party, to engage in such business.

Section 14. It is agreed by and between the parties to this contract that all rights, privileges, conditions, limitations and obligations of said second party shall inure to and be binding upon its successors and assigns.

Section 15. As each of the terms, conditions, stipulations and

requirements hereof, the parties hereto have caused their corporate names and seals to be set by their duly authorized officers, the day and year above written.

In witness whereof, we have hereunto set our hands and seals, this 21st day of July, 1903, in duplicate.

Board of Public Works } Wm Doehrmann
H.C. Gollinger.

Fort Wayne Electric Light & Power Company
By J. W. White V. P.

The City of Fort Wayne by and through its Board of Public Works, and the Fort Wayne Electric Light & Power Company hereby consent to the amendment of the foregoing contract as recommended by the Common Council of this city, meeting of Jan. 26, 1904, and have incorporated the same in said original contract and made the same a part thereof.

Witness our hands and seals, this 28th day of Jan, 1904.

The City of Fort Wayne

By Wm Doehrmann

H.C. Gollinger

Board of Public Works.

Attest

Wm Schmidt

City Clerk

Fort Wayne Electric Light & Power Co.

By J. W. White V. P.

Attest

Chas. Guild Secretary

"Section 1:— Be it therefore ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore, to wit: on the 21st day of July, 1903 made and entered into by and between the City of Fort Wayne through its Board of Public Works, and the Fort Wayne Electric Light and Power Company, and the amendments thereto of Jan. 28, 1904, as fully set out in preamble hereto, be and the same are hereby in all things approved.

"Section 2:— This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

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done at the Council Chamber in the city of Fort Wayne, Indiana
on the 25th day of January, 1904.

I hereby certify that the Common Council of the city of
Fort Wayne, Indiana, at an adjourned meeting held on the
28th day of January, 1904, by a majority vote of all members
present did pass the ordinance hereto attached and known
as General Ordinance No. 223.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 8th day of
February, 1904.

August M. Schmidt
City Clerk.

Approved February 11th, 1904.

Henry S. Burghoff
Mayor.

General Ordinance No. 224.

an ordinance approving the consent of the Board of Public Works to the Fort Wayne Traction Company for the extension of one year to complete its street railway on Davidson Street, Williams Street and Hoagland Avenue:

Whereas, on the 2nd day of September, 1902, the city of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Fort Wayne Traction Company wherein certain rights and privileges were granted said Fort Wayne Traction Company for street railway purposes over certain streets within the city, including amongst others, sections of Dawson and Williams streets and Hoagland Avenue, and

Whereas, by section four (4) of said contract, the said Fort Wayne Traction Company was to have said railways, authorized to be constructed and maintained upon said streets, completed within eighteen (18) months after the approval of the said contract, the same being the 2nd day of March, 1904, unless unavoidably prevented by conditions and circumstances over which it had no control, and

Whereas, the said Fort Wayne Traction Company filed with the Board a petition asking for an extension of one year to complete said railway on Dawson and Williams streets and Hoagland Avenue, assigning reasons therefor. And the Board considering said petition and being satisfied with the reasons therein assigned, does hereby grant an extension of one year's time to said Fort Wayne Traction Company, in which to complete its said railway on Dawson and Williams streets and Hoagland Avenue.

R. E. Eggemann.

Thos. C. C. C. C.

H. T. Gollinger.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the consent of the Board of Public Works to the Fort Wayne Traction Company for the extension of one year to the completion of its street railway on Davidson Street, Williams Street and Hoagland Avenue be and the same is hereby approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval of the Mayor.

Done at the Council Chamber in the City of Fort Wayne, Indiana, on the first day of March, 1904.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a meeting held on the first day of March, 1904 by a majority vote of all members elect did pass the ordinance hereto attached and known as General Ordinance No. 224. August M. Schmitt
City Clerk.

Presented to the Mayor for approval on the 5th day of
March, 1904.

August M. Schmidt
City Clerk

Approved March 5th, 1904.

Henry B. Winkhoff

Mayor

Ordinance No. 520.

Enacted by the

City of Pittsburgh, the ordinances requiring the Pittsburgh, Fort Wayne and Chicago
Railway Company and the Pennsylvania Company to construct
and maintain a tunnel or subway and viaduct for its Walton
Avenue crossing.

Whereas, Walton Avenue by reason of its location is now one of
the principal north and south thoroughfares of the city of
Pittsburgh and extends through a densely settled portion of
the city and is extensively travelled, and

Whereas, At the crossing of the said Walton Avenue with the
right of way of the Pittsburgh, Fort Wayne and Chicago Railway
Company, abutted and operated by the Pennsylvania Company,
the grade of said right-of-way has always been at least four
feet or more higher than the natural surface of the avenue and
to get upon, over and across the right-of-way of said railroad
an abrupt and dangerous fill and embankment in the avenue
at said railway crossing thereof has been made by said
companies and

Whereas, The existence of said crossing of said railroad and
the abrupt and steep approach of said Avenue caused by said fill
and embankment at said railway crossing of said Avenue make
the same dangerous for public use and travel. Therefore:

Section 1: Be it enacted by the Common Council of the City of
Pittsburgh, that the said Pittsburgh, Fort Wayne and Chicago
Railway Company and the Pennsylvania Company, henceforth
be, and they are hereby ordered to construct and maintain a viaduct
for the tracks thereof and a tunnel subway and the necessary
approaches thereto, the same, at the intersection of Walton Avenue
with their crossing thereof in substantial accordance with the
following detailed plans and specifications and maps approved

by the Board of Public Works of the city of Portsmouth

Specification for right-of-way and sub-way at the crossing of Mallow Avenue by the Pittsburg, Fort-Mayne and Chicago Railway Company; tracks, Subways and Approaches.

The roadway approaches and subway to be constructed 30' wide on each side of center line of Mallow Avenue for a distance of 350' from a point on said center line 250' south of the north line of Union Street to its northern terminus to a point on said center line 350' south thereof at its southern terminus on the following grade for roadway surface, viz: From said northern terminus line 250' on a descending grade of 0.75%; thence south 125' on a descending grade of 0.4% to the lower cross line; thence 125' south on an ascending grade of 1.5% to the southern terminus.

The sidewalk approaches and subway to be constructed, each 5' wide, adjacent to the roadway on either side occupying the remaining width of said avenue, each side of said roadway on the following grade: For the surface of each sidewalk, viz: From the center line of said avenue at said northern terminus of the roadway approach 250' on an ascending grade of 0.4%; thence south 250' on level grade; thence south 250' on an ascending grade of 0.7% to southern terminus of sidewalk approach.

Drainage.

Two catchbasins, one on either side of said roadway at its lower cross line to be constructed and the water carried into present sewer at the intersection of Pine Street and first alley west of Mallow Avenue, viz: Mallow Avenue and first alley north of said railway running west.

Sidewalk Retaining Walls.

Two small retaining walls to support sidewalk embankment to be constructed 30' apart. One at outer edge of each side of roadway, of the following dimensions, viz: For 125' north and south of the lower cross line of the roadway grade, 4' 9" in height; 1' wide at top and 2' 6" wide at bottom, on a foundation 1' deep by 2' 10" wide; thence on both sides of the roadway north and south diminishing in height with the convergence of the roadway and sidewalk grade lines and proportionately in thickness to north and south cross lines of the roadway when the grade lines of sidewalk and roadway are only 6" apart; thence ordinary and usual curbing to north and south termini of said sidewalk.

Superstructure and Substructure for Viaduct to carry Railroad Tracks.

EXISTING CONDITIONS.

1. Mainway.

Mainway may be cut above or concrete for support of the superstructure of railway embankment. For retaining walls to be constructed not less than forty (40) feet apart at sidewalk level, 40' 1" apart 1:1 under coping. Front face of each wall battered 1/4 of an inch to the foot, each 8' wide at base and 3' 6" wide next coping. Foundations for retaining walls each 9' wide by not less than 12' in depth, coping 3' 9" wide by 1' 6" deep. Each retaining wall to be not less than 12' 6" in height under coping with superstructure, i.e. from upper surface of its foundation; but from the north and south sides of the superstructure, the extensions of the retaining walls may be sloped downward at the top at a 1 1/2 to 1 slope to within 3' of the foundation if extended in a straight line. If such extensions are for any reason turned back at any angle from the face of the main part thereof, they must be of such height as to retain and support the railroad embankment. The upper surface of the foundation for retaining walls to be 6" lower than the lowest rockline of roadway grade.

Along the center of the 30' roadway of the sub-way underneath the superstructure shall be placed concrete pedestals or foundations not to exceed 23' 4" apart from their centers for support of the iron pillars used in connection with and as support for the superstructure. Between the retaining walls.

The upper surface of such pedestals shall not be more than 15" above the roadway grade and above the grade of the roadway they shall be square or round and not exceed 1' 10" in diameter.

Superstructure.

The superstructure for viaduct to carry the tracks of said Railway shall consist of one span of solid floor steel bridge 44' in length, supported at the ends by the retaining walls and in the middle by one steel box girder running transversely under the span for its entire width 3' deep over the center line of the roadway carried by iron pillars mounted on pedestals above mentioned not more than 23' 4" apart between their centers for the entire width of the superstructure.

Location and location of substructure and superstructure for carrying Railroad Tracks.

The approach and railway above specified form a superstructure carrying railroad tracks on their present level with

It required 13' net clearance between roadway and superstructure for a distance north and south on Walton Avenue of 250', i.e. 125' each way from the inner crossline of the roadway grade.

The annexed plans show sub and superstructure for viaduct or sufficient width to carry the present railroad tracks of said corporation crossing at Walton Avenue, but the width of the same may be made as much less or greater than shown, and its location north or south over said grade, may be such as said corporation may deem best adapted to the needs of their business; provided however the superstructure shall be entirely over such part of the specified grade of such Avenue within the north and south limits of said approaches as shall leave not less than the required 13' clearance between roadway and superstructure, and further that both superstructure and its supporting substructure conform in character to such plans and specification.

In other words the width may be decreased by cutting out by parallel perpendicular lines a section of the superstructure across the avenue with its supporting substructure or increased by extending the superstructure and its supporting substructure, and the viaduct with its supporting walls and wing may be placed at the present location of the corporation tracks or north or south therefore within the 250' of said Avenue of the width of which is located the aforesaid catch basin.

Should the corporation desire, the wing walls may be built at any angle to the abutments so long as sufficient to raise the Embankment behind them.

Section 2:—The improvements herein authorized to be made, shall be commenced by the said companies or either of them doing the work within three months after the passing of this ordinance and completed within eight months after said work has been commenced.

And the city clerk is hereby authorized and instructed to send a copy of this ordinance together with a copy of the resolution fixing the grade of Walton Avenue between the north and south termini of the approaches to said subway, and a permit issued by the Board of Public Works to said companies upon the Superintendent of the Pennsylvania Company and also a copy upon the President or Local Director of the Pittsburgh, Fort Wayne and Chicago Railway Company.

Section 3:—This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

Now, at the council chamber of the city of Port Wayne, Indiana,
on the 14th day of June, 1904.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a meeting held on the 14th day of June, 1904, by a majority vote of all members elect did pass the Ordinance hereto attached and known as General Ordinance No. 223.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 27th day of June, 1904.

August M. Schmidt
City Clerk.

Approved June 27th, 1904.

H. C. Pierzhoft
Mayor.

General Ordinance No. 226.

Reproduced by
A. J. Rake.

An ordinance approving an agreement between the city of Port Wayne, through its Board of Public Works, and the Lake Erie Mining Company.

Whereas, on June 13th, 1904, the Board of Public Works of the city of Port Wayne, State of Indiana, on behalf of the city, entered into the following agreement and contract:

This agreement entered into this 13th day of June 1904 by and between the city of Port Wayne, Indiana, hereinafter called the city, by and through its Board of Public Works, both of the first part, and Lake Erie Mining Company, a corporation duly organized under the laws of the State of Indiana, party of the second part, witnesseth:

That whereas by contract entered into between the parties hereto on the 17th day of June, 1902, the party of the second part was granted the right and permission to construct an electric trolley over certain street under certain limitations and conditions set forth in said contract, which contract was duly approved by the Common Council of the city of Port Wayne by ordinance known as General Ordinance Number 196, which was passed by the said Common Council on the 20th day of June, 1902,

and which ordinance was approved by the Mayor and is set forth in the journal of the proceedings of the Common Council pages 142 to 154 inclusive; "and"

Whereas, by the terms of said ordinance and contract, it was stipulated and provided in section 11 of said contract that the party of the second part should build and run, open, store and maintain a railway from the city of Fort Wayne, Indiana, to the town of New Haven, Allen County, Indiana, on or before the first day of May, 1903, and if the party of the second part shall not have constructed and in operation such railway from the terminus thereof in the city of Fort Wayne to said town of New Haven, as on the said first day of May, 1903, all the rights under said contract and franchise should forfeit and terminate, unless the party of the second part was delayed on account of Acts of Providence, litigation, or from unavoidable delay, in which event the Board of Public Works of said city may grant a reasonable extension of time provided that the same is approved by the Common Council." And

Whereas, on the — day of August, 1902, Oliver F. Evans and others brought an action in the Allen Superior Court for a perpetual injunction against the party of the second part and its successors and assigns from taking possession of East Perry street under said franchise and constructing its railway thereon, and such action is now pending in the Adams Circuit Court at Jasper, Indiana, and has not been determined; and

Whereas the party of the second part now insists that on account of said litigation it has been deterred and prevented from taking possession of the said streets set forth in said contract and franchise, and from constructing its railway from the terminus in the city of Fort Wayne to said Town of New Haven, and that its said rights under said franchise and its rights have not forfeited or terminated; "and"

Whereas the party of the second part now insists that on account of said litigation it has been deterred and prevented from taking possession of the said streets set forth in said contract and franchise, and from constructing its railway from the terminus in the city of Fort Wayne to said Town of New Haven, and that its said rights under said franchise and contract have not forfeited or terminated; and

Whereas, in accordance with the terms of said contract and franchise set forth in section 20 thereof, the party of the second part deposited with the Board of Public Works "a certified check for the sum of \$5000.⁰⁰" which under the provision of said contract and franchise was to be forfeited to the city of Fort Wayne as stipulated damages in the said contract and

imitations set forth in said contract.

Therefore it is agreed by the party of the second part that in consideration of the sum under bill of said verified check of \$5000.⁰⁰ now paid to the Board of Public Works of the city of Fort Wayne and the relinquishment on the part of the party of the first part of any claim or demand it may have for damages on account of the failure of the party of the second part to construct said railway in accordance with said contract and franchise bearing date June 17th 1902, the party of the second part agrees and does hereby relinquish and surrender all rights it may now have under the said contract and franchise, and therefore it is agreed that the party of the first part shall pay under bill of the party of the second part said verified check for \$5000.⁰⁰ and relinquish any claim whatsoever for any damages on account of the failure of the party of the second part to construct its said railway, and the party of the second part does hereby relinquish and surrender unto the party of the first part all rights and privileges granted to it under and by virtue of said contract and franchise, and it is agreed by both of the parties hereto that said contract and franchise bearing date June 17th 1902, approved by ordinance of the Common Council on June 20th 1902, is null and void, and henceforth of no effect.

Witness our hands and seals this 13th day of June 1904.

City of Fort Wayne,

By Peter Eggemann,

Wm. Lochmann,

Board of Public Works.

The L.B. Gleuning Company

By L.B. Gleuning

President, party of the second part

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore made, on the 13th of June 1904, made and entered into by the City of Fort Wayne, through its Board of Public Works of the City, and the L.B. Gleuning Company, as fully set out in preamble hereto, be and the same is hereby in all things confirmed and approved.

Section 2:- This ordinance shall take effect and be in full force from and after its passage and approval by Mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 28th day of June, 1904.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a meeting held on the 28th day of June 1904 by a majority vote of all members present did pass the Ordinance herewith attached and known as General Ordinance No. 226.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 2nd day of July, 1904

August M. Schmidt
City Clerk.

Approved July 2nd, 1904

Henry C. Breyhoff
Mayor.

General Ordinance No. 227.

Introduced by An ordinance approving a contract entered into by and John H. Hunt between the City of Fort Wayne, through its Board of Public Works, and the New York, Chicago and St. Louis Railroad Co.

Whereas on June 14th, 1904 the Board of Public Works of the City of Fort Wayne, State of Indiana, on behalf of the City, entered into the following agreement and contract:

This agreement made and entered into this 14th day of June 1904, between the City of Fort Wayne through its Board of Public Works, party of the first part, and the New York Chicago and St. Louis Railroad Company, party of the second part, witnesseth: That party of the first part hereby grants to party of the second part, its successors and assigns, subject to the laws and ordinances now in force, or hereafter enacted, authority and permission to lay a single track of railroad over and across Erie Street, connecting the main track of the New York Chicago and St. Louis Railroad Company with the grounds owned by National Hardware Company. The permission and authority hereby given are upon the following conditions: That the track herein authorized to be laid shall be so placed that it will not interfere with the public use of said street. That if the said street is hereafter paved or otherwise improved that the said party of the second part shall make the grade of the said track conform with the grade established by the Board of Public Works.

That if said street is navigable, paved that said second party shall pay for so much of the pavement as lies between its tracks and the center of two (2) feet on either side thereof. That the grade of said tracks shall be at all times so maintained so as not to interfere with public travel. That said tracks shall be used for no other purpose than for that of switching cars into the grounds of the said National Handic Company, its successors and assigns, and in doing so no cars shall remain standing in any part of said Erie street. That the permission herein granted to the said party of the second part shall continue for the period of twenty (25) years from the approval of said contract by the Common Council.

Witness our Hands and seals this 14th day of June, 1904.

John Eggmann

11th St. Brown

H. C. Hollinger

Board of Public Works for the city of Fort Wayne, Ind.

New York, Chicago and Louis Railroad Company
By Eldo V. Dougherty, its attorney.

Section 1:- Be it ordained by the Common Council of the city of Fort Wayne, that the contract and agreement heretofore, to wit: on the 14th day of June, 1904 made and entered into by the city of Fort Wayne, through its Board of Public Works and the New York, Chicago and Louis Railroad Company as fully set out and hereinafter to be and is in all things hereby approved.

Section 2:- This ordinance to be in full force and effect on and after its passage, approval by mayor, and legal publication.

Done in the council chamber of the city of Fort Wayne, Indiana, on the 28th day of June, 1904.

Whereby certify, that the common council of the city of Fort Wayne, Indiana, at a meeting held on the 28th day of June, 1904 by a majority vote of all members elect, did pass the ordinance hereto attached and known as General Ordinance No. 227

August M. Schmidt, City Clerk.

Presented to the mayor for approval on the 2nd day of July, 1904
August M. Schmidt, City Clerk.

Approved July 2nd, 1904.

Henry C. Berghoff, Mayor.

General Ordinance No. 228.

Introduced by
F. A. Nieske
J. W. Schmitt

An ordinance requiring each and every person, company and corporation, or the employees thereof, operating electric cars over and along any unimproved street within the corporate limits of the City of Fort Wayne, to sprinkle his, its or their track with water during the hours of use so as to effectually lay the dust, and providing a penalty for violation thereof.

Section 1: Be it enacted by the Common Council of the City of Fort Wayne, that each and every person, company or corporation, or any employee thereof, operating electric cars over and along any unimproved streets within the corporate limits of the City of Fort Wayne, shall sprinkle their tracks with water during the hours of use so as to effectually lay the dust.

Section 2: Any person, company or corporation, or employee thereof, violating the provisions of this ordinance, shall be fined in any sum not exceeding Twenty Five Dollars (\$25.00). Every day any person, company, or corporation, or employee thereof operated his, its or their cars over any such street without complying with the terms of this ordinance shall constitute a separate offense.

Section 3: This ordinance to be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chambers in the City of Fort Wayne, Indiana, on the 28th day of June, 1904.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a meeting held on the 28th day of June, 1904 by a majority vote of all members elect did pass this ordinance hereto attached and known as General Ordinance No. 228.

August W. Schmidt
City Clerk.

Submitted to the Mayor for approval on the 2nd day of July, 1904.

August W. Schmidt
City Clerk.

Approved July 2nd, 1904.
Henry C. Berghoff
Mayor.

General Ordinance No. 229

Ordinance No. 229
relating to the
city limits.

An ordinance extending the city limits and annexing certain territory to the city of Fort Wayne and making the same a part of the South Ward.

Section 1: Be it enacted by the Common Council of the city of Fort Wayne, that the territorial limits of the southeastern part of the city be and are hereby fixed and extended as follows: Beginning at a point on the Eastern limits of the city of Fort Wayne at the intersection of the middle line of McKee street, thence due east to the middle line of McKee street produced, thence to the middle line of Walton Avenue, thence north along the middle line of Walton Avenue to the middle line of Pontiac street, thence west on the middle line of Pontiac street to the middle line of Smith street; thence along the east line of Smith street to the point of beginning. Be it further enacted that the property included within the limits herein indicated shall hereafter be within the corporate limits of the city of Fort Wayne subject to taxation for city purposes and the lands be a part of the South Ward.

Section 2: This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the city of Fort Wayne, Indiana on the 9th day of August, 1904.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a meeting held on the 6th day of August, 1904 by a majority vote of all members present did pass the ordinance herewith attached and known as General Ordinance No. 229.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 23^d day of August 1904.

August M. Schmidt
City Clerk.

Introduced by
Geo. A. Newberry

General Ordinance No. 230.

An ordinance changing the name of Ferguson street to that of
Huecker Avenue.

Section 1: Be it ordained by the Common Council of the city of
Fort Wayne, Indiana, that the name of Ferguson street between
Fox avenue to Broadway shall hereafter be called and
known as Huecker Avenue.

Section 2: This ordinance shall be in full force and effect
from and after its passage and approval by the auditor.

Done at the council chamber in the city of Fort Wayne, Indiana,
on the 9th day of August, 1904.

I hereby certify that the Common Council of the city of Fort
Wayne, Indiana, at a meeting held on the 19th day of August,
1904, by a majority vote of all members elect did pass the
ordinance hereto attached and known as General Ordinance
No. 230.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 23^d day of
August, 1904.

August M. Schmidt
Mayor.

Ordinance No. 281.

an ordinance requiring dealers in coal to furnish their
customers with a written statement of the weight
of each consignment of coal delivered, and upon demand
of customers, to furnish consignment of coal to city scales
or to other standard scales to be provided.

Section 1: Be it enacted by the Common Council of the city
of Port Wayne, that no person shall sell or deliver any coal
within the limits of the city of Port Wayne, unless there shall
be delivered to the person in charge of the wagon or conveyance
used in delivering such coal, a certificate written in ink, duly
signed by the person selling the same, and showing the weight
of the coal or conveyance used in said delivery, the total weight
of coal and conveyance, the date of weighing the same and the
name of the hauler.

Section 2: The person in charge of the wagon or conveyance
used in delivering coal, to whom the certificate mentioned in Section
1, has been delivered, shall accept or refuse upon demand
to exhibit such certificate to the weighmaster of the city or his
deputy, or any person designated by him or the purchaser
of the coal being delivered, and when said officer or the person
so designated or such purchaser shall demand that the weight
shown by said certificate be verified, it shall be the duty of
such person delivering such coal, to convey the same forthwith
to some public scale of the city, or to any private scale in
the city, except the dealer's scale, when the owner thereof shall
warrant to such use and to permit the weighing of the weight
shown and shall, after the delivery of such coal, return forthwith
with the wagon or conveyance used to the same scale and verify
the weight of such wagon or conveyance. If said consignment
of coal falls short in weight on the statement given to said
purchaser, then in that event the said coal dealer shall pay the
cost of weighing said coal. If its weight corresponds with
statement of said purchaser or exceeds it then in that event
said purchaser shall pay to the dealer fifty cents for
weighing said coal.

Any person, company or corporation dealing in coal, or agent or
employee of any person, company or corporation, or any customer
of any such person, company or corporation, refusing to comply
with the provisions of this ordinance shall be fined in any
sum not exceeding Twenty Five Dollars.

Be it further ordained that the said clerk be and is hereby instructed to make a copy of this ordinance to each coal dealer doing business within the corporate limits of the city of Fort Wayne.

Section 3: This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

Done at the Council Chamber in the city of Fort Wayne Indiana on the 6th day of August, 1904.

I, Henry certify that the Common Council of the City of Fort Wayne, Indiana, at a meeting held on the 9th day of August, 1904, by a majority vote of all members elect did pass the Ordinance hereto attached and known as General Ordinance No. 231.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 23rd day of August, 1904.

August M. Schmidt
City Clerk

Approved August 30th, 1904.

Henry C. Kemmerer
Mayor

General Ordinance No. 232.

Introduced by
 Wm. Pearce

An ordinance authorizing the employment of certain officers, clerks, assistants and employees, fixing the compensation, salaries and wages of certain officers, clerks and employees of the city of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when this ordinance shall take effect, with amendments made thereto September 27th, 1904.

Section 1. Be it ordained by the common council of the city of Fort Wayne, Indiana, that the officers, clerks, assistants and employees of the city of Fort Wayne, Indiana, shall respectively receive the compensation, salaries and wages as hereinafter in this ordinance provided.

The employment of such officers, clerks and assistants as are hereinafter named are hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the sums and amounts respectively named for such officers, clerks and assistants.

Section 2. Such compensation and salaries of such officers, clerks, assistants and employees shall be as follows:

The mayor of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one thousand dollars per annum.

The city clerk of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

Each commissioner of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one thousand and fifty dollars per annum.

The city attorney of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The deputy comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eight hundred dollars per annum.

For the Department of Public Works.

The chairman of the Board of Public Works shall receive a salary at the rate of three hundred dollars per annum.

Two members of the Board of Public Works shall each receive a salary at the rate of one thousand dollars per annum.

The stenographer of the city of Fort Wayne shall receive a salary at the rate of forty per dollar per month.

The city civil engineer of the city of Fort Wayne shall receive a salary at the rate of two thousand dollars per annum.

The assistant city civil engineer of the city of Fort Wayne,

Indiana, shall receive a salary at the rate of eighty five dollars per month.

The superintendent of streets of the city of Port Wayne shall receive a salary at the rate of seventy five dollars per month.

The foreman of street repairs of the city of Port Wayne shall receive a salary at the rate of sixty dollars per month.

The janitor at the city building shall receive a salary at the rate of fifty dollars per month.

The assistant janitor of the city building shall receive a salary at the rate of thirty five dollars per month.

The superintendent of parks of the city of Port Wayne shall receive a salary at the rate of seventy dollars per month.

For the Department of Public Safety.

The three members of the Board of Public Safety shall each receive a salary at the rate of four hundred dollars per annum.

The marketmaster of the city of Port Wayne shall receive a salary at the rate of twenty five dollars per month.

The city bookmaster of the city of Port Wayne shall receive a salary at the rate of twelve dollars per month.

The city weighmaster of the city of Port Wayne shall receive a salary at the rate of sixty dollars per month.

Employees of the police Department shall receive the following salaries. The police judge shall receive a salary at the rate of one thousand dollars per annum.

The superintendent of police shall receive a salary at the rate of thirteen hundred and twenty dollars per annum.

The captain of police shall receive a salary at the rate of twelve hundred dollars per annum.

The lieutenant of police shall receive a salary at the rate of one thousand and two hundred dollars per annum.

Two sergeants of police shall each receive a salary at the rate of nine hundred dollars per annum.

Two detectives of police shall each receive a salary at the rate of nine hundred dollars per annum.

Each patrolman shall receive a salary at the rate of sixty five dollars per month.

Two patrol drivers shall each receive a salary at the rate of sixty dollars per month.

Two station clerks shall each receive a salary at the rate of fifty dollars per month.

The electrician shall receive a salary at the rate of forty five dollars per month.

The humane officer shall receive a salary at the rate of forty dollars per month.

Captains of the Fire Force shall receive the following salaries:
The chief of the fire force shall receive a salary at the rate of one hundred and twenty-five dollars per month.

Each engineer of the fire force shall receive a salary at the rate of eighty-five dollars per month.

Each captain of the Fire Force shall receive a salary at the rate of seventy-five dollars per month.

The fireman shall receive a salary at the rate of fifty-five dollars per month.

Each fireman of "Class A" shall receive a salary at the rate of seventy dollars per month.

Each fireman of "Class B" shall receive a salary at the rate of sixty-five dollars per month.

Each fireman of "Class C" shall receive a salary at the rate of fifty dollars per month.

The telephone attendant at the Central Fire Station shall receive a salary at the rate of fifty-five dollars per month.

4. The department of Health and Sanities.

The commissioner of public health shall receive a salary at the rate of eighteen hundred dollars per annum.

The two above sanitary policemen shall each receive a salary at the rate of sixty dollars per month.

The assistant physician acting as sanitary inspector shall receive a salary at the rate of two hundred dollars per annum.

The ground clerk in health office shall receive a salary at the rate of three hundred dollars per annum.

Section 3. The compensation, salaries and wages enumerated and provided for in the foregoing sections of this ordinance shall be paid out of the funds of the city treasury appropriated and to be appropriated for such purposes.

Said salaries to be paid at the expiration of each month during the time of service.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance to be in full force and effect on and after its passage and approval by the mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 27th day of September, 1904.

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I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a meeting held on the 27th day of September, 1904, by a majority vote of all members elect did pass the ordinance herunto attached and known as General Ordinance No. 232.

August M. Schmidt, City Clerk.

Presented to the Mayor for approval on the 29th day of September, 1904.

August M. Schmidt, City Clerk.

Approved September 29th, 1904.

H. C. Berghoff

General Ordinance No. 233.

introduced by
Frank J. Baker

"An ordinance fixing the tax levy for city purposes for the year, 1904, as amended September 27th, 1904.

Section 1. Be it ordained by the Common Council of the City of Port Wayne, Indiana, that a levy of one dollar upon each \$100.00 of assessed valuation of all property within the corporate limits of the City of Port Wayne, Indiana, for the year 1904. That the above levy is divided as follows:

General purposes and interest	\$.86
Linking Fund	.05
Anthony Wayne Monument Fund	.00 1/4
Firemen's Pension Fund	.01
Municipal Electric Light Fund	.07 1/2
Market House Fund	.00 1/4
Total	\$1.00

Also that there shall be collected from each male inhabitant liable by law poll tax of \$1.00.

Section 2. That all taxes shall be collected by semi-annual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chambers in the city of Port Wayne, Indiana, on the 27th day of September, 1904.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a meeting held on the 27th day of September, 1904, by a majority vote of all members elect did pass the ordinance herunto attached and known as General Ordinance No. 233.

August M. Schmidt, City Clerk.

Presented to the Mayor for approval on the 29th day of September, 1904.

August M. Schmidt, City Clerk.

Approved September 29th, 1904

Henry C. Berghoff
Mayor.

General Ordinance No. 234.

An ordinance confirming and approving a certain contract entered into the 22nd day of September, 1904, by the city of Fort Wayne, through its Board of Public Works, and the Pennsylvania Company.

Whereas, on the 22nd day of September, 1904, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city, entered into the following agreement and contract, viz:

This agreement made and entered into this 22nd day of September, 1904, by and between the city of Fort Wayne, Allen County, Indiana, hereinafter called the city, by and through its Board of Public Works, party of the first part, and the Pennsylvania Company, hereinafter called the Company, party of the second part, witnesseth:

That party of the first part by and through its Board of Public Works, under and by virtue of the power conferred upon it and the said Board of Public Works, by the laws of the State of Indiana, do hereby, subject to the conditions herein expressed, authorize and empower the said party of the second part, its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said city, to construct, use and maintain a single track steam railroad of standard width 110, and along Murray street in the city of Fort Wayne: Commencing at the north line of the main track of said Pennsylvania Company, as now constructed and laid on said Murray street and about three hundred and forty (340) feet east of the east line of Calhoun street; thence in a northwesterly course and in a circle to the north line of said Murray street as it is bounded with the property of the Kerr-Murray Manufacturing Establishment, said track to cross the sidewalk on the north side of said Murray street about two hundred fifty five (255) feet east of the east line of Calhoun street.

The said track herein authorized to be laid and maintained is to be used for the switching and moving of freight cars to and from said Kerr-Murray Works to said main track of said Company in said Murray street. The consent and permission herein given is upon the following conditions:

First: That said track shall not be elevated above the grade of Murray street and the same shall be laid and maintained so as to conform with the established grade of such street as the same shall from time to time exist and in such a way as not to be an unnecessary impediment to the ordinary and proper use thereof by wagons, carriages, or other vehicles along or upon or across such track at any point thereon; that the track and rails shall conform with the grade of the

street, as now established or as may hereafter be established by said city, and subject at all times to be taken up and relaid by the said company, its successors and assigns, at its own expense, whenever necessary, for the purpose of regrading, paving or repaving, or repairing such street, constructing sewers, laying or repairing water mains or other pipes, or any other public improvement. In case the said second track does not conform with the grade of the street, as above provided the Board of Public Works shall notify the party of the second part thereof.

The party of the second part shall do the necessary work and make such track conform to said grade within thirty days after receiving such notice, and upon failure so to do the Board of Public Works shall have the right to change such tracks and make such improvements and charge the cost thereof to said company, its successors and assigns, and in case such company, its successors and assigns, shall fail to pay such expense within thirty days from the time said Board has rendered a bill therefor, said city shall have a right of action to recover said amount against the said company, its successors and assigns, and in case of such failure to pay such bill, and if suit is brought to recover in addition to the cost of said improvement, a reasonable attorney's fee.

Second: That said company shall have between the rails of said track four feet provided for and two feet on the outside of each rail from the intersection of said track with said main track to the west shore on the north side of said Murray street as said above may now exist or be hereafter established. said pavement to be of vitrified paving brick, made in accordance with plans and specifications to be furnished by the Board of Public Works and at the same time said track is laid in said street. That said company shall repair said section of said street herein authorized to be occupied in the manner and to the extent herein set out at such time as the Board of Public Works of the city may require, and shall at all times keep said portion of said street in a good condition of repair. Said company shall also pave between the rails and two feet on the outside of each rail to the full width of any sidewalk that may hereafter be constructed on the north side of said Murray street. said pavement to be of the material used in the balance of said sidewalk, and to be constructed according to the plans and specifications provided by the said Board of Public Works, the city of Port Wayne, or its engineer.

Third: That the use of said second party according to the direction of the Board of Public Works.

Third: That the use of said track by the party of the second

place, its successors and assigns, be authorized to be laid out and maintained, in winter and summer to serve between 11 A.M. and 6 P.M. of each day, and during all other hours of the day said track shall be clear and unobstructed for public use.

It is further agreed by and between the parties to this contract that said company, its successors and assigns, shall not use any track or road in case over and along said track or road, or shall not allow cars, loaded or unloaded, to stand upon said street or sidewalk.

It is further agreed by and between the parties to this contract that if said party of the second part, its successors and assigns, shall violate any of the provisions or subdivisions 3 and 4 of this contract, said Board of Public Works, its successors and assigns, shall forfeit all rights and privileges by this contract granted.

Said rights, privileges and franchises hereto and herein given and granted shall be vested in the Pennsylvania Company, its successors and assigns, for a period of fifty (50) years from the approval of the ordinance in the way.

It is agreed by and between the parties hereto that the tracks hereto authorized shall be located to the approval of the Board of Public Works, and that the ties upon which the rails rest shall be laid upon not less than six inches of concrete.

Said party of the second part further agrees and binds itself, its successors and assigns to keep and hold said city free and harmless from all liability from any and all damages that may become to any person or persons on account of injury to either person or property, growing out of the construction and maintenance of said track, or from the operation of the cars thereon, and in case suit shall be filed against said city on account thereof, said party of the second part upon notice to it by said city, will defend such suit against said city, and in the event that judgment is obtained against said city, the said party of the second part, its successors and assigns, shall pay such judgment with all costs and hold the city harmless therefrom, provided such judgment can be enforced in law.

It is further agreed and understood that if said party of the second part, its successors and assigns, does not occupy said street herein designated for the purposes herein provided, within one year after the approval of this contract by the Common

council, then in that case said second party, its successors and assigns, shall forfeit all the rights and privileges herein granted, provided however, if said second party, its successors and assigns, possession of said street within the time herein stipulated by reason of the judgment of any court, then in that case said Board of Public Works and Common Council may grant a reasonable extension of time.

Witness our hands and seals this 22nd day of September, 1904.

Passenger Company (Seal)
Operating Pittsburgh, Allegheny & Chicago Railway Company
By J. H. McLean, Superintendent
City of Pittsburgh
J. H. McLean
11th St. Pittsburgh (Seal)
Attest: City Clerk
City of Pittsburgh
Board of Public Works

Section 1: Be it therefore enacted by the common council of the City of Pittsburgh, Indiana, that the contract made and entered into, to wit on the 22nd day of September, 1904, made and entered into between the Board of Public Works and the Passenger Company, actually set out in Preamble hereto, be and the same is, be in all things approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Pittsburgh, Indiana, on the 11th day of October, 1904.

Witness hereby that the common council of the City of Pittsburgh, Indiana, at a regular meeting held on the 11th day of October, 1904, by a majority vote of all members present, did pass this ordinance, which is attached and known as an ordinance of the City of Pittsburgh, Indiana, August 11, 1904.

Proceeded to the Mayor for approval on the 11th day of October, 1904.

(August 11, 1904)
City Clerk.

Approved October 11th, 1904.

Henry C. Borysiff
Mayor.

General Ordinance No. 235.

introduced by
S. J. Meyer,
Clerk of the Board.

An ordinance requiring the New York, Chicago and St. Louis Railroad Company to provide a flagman at the intersection of Glasgow Avenue with the said right of way.
Section 1: Be it enacted by the Board of the City of Fort Wayne that the New York, Chicago and St. Louis Railroad Company is hereby required to place a flagman at the crossing of its tracks with Glasgow Avenue.

Section 2: Said flagman shall be provided with the proper and conspicuous signals, and shall be given proper and timely notice to persons about to cross said tracks, of the approach of a locomotive or cars, and said flagman shall prevent any person from standing on any track upon said crossing. For this purpose all flagmen shall be clothed with police uniforms.

Section 3: A reliable and competent man shall be employed as flagman and shall remain at his post of duty from six (6) o'clock A.M. to six (6) o'clock P.M. on each and every day trains are running.

Section 4: Said company, its successors or assigns failing to comply with the provisions of this ordinance shall be fined in the sum of ten dollars (\$10.00) upon complaint of any citizen before the judge of the Municipal Court and every day said violation is allowed to remain uncorrected and without said flagman, shall be deemed a separate offense of the company violating said ordinance.

Section 5: This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne, Indiana, on the 25th day of October, 1904.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 25th day of October 1904, by a majority vote of all members present, did pass the ordinance herewith attached and known as General Ordinance No. 235.

August M. Schmidt, City Clerk.

Presented to the Mayor for approval on the 15th day of November 1904.

August M. Schmidt, City Clerk.

Approved November 16th 1904

Henry C. Berghoff, Mayor.

General Ordinance No. 236.

Introduced by
Chas. Woodworth

An ordinance to further promote the public health and cleanliness of the city of Port Wayne, by prohibiting the practice of spitting upon the sidewalks, in street cars and other public places, fixing a penalty for the violation thereof, and providing when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Port Wayne, Indiana, that it shall be unlawful for any person to spit upon the sidewalk within the limits of the City of Port Wayne, or upon the floors or steps of any street car or other public conveyance of said city, or upon the floors, steps or entrances of any public building within said city, or upon floors, steps or platform of any railroad station therein.

Section 2: Any person violating any of the provisions of Section One (1) of this ordinance, shall on conviction thereof be fined in any sum not exceeding five dollars (\$5.00).

Section 3: This ordinance shall be in force from and after its passage approved by the Mayor, and after its publication once each week for four consecutive weeks in the Port Wayne News, a daily newspaper having a general circulation in and printed and published in the City of Port Wayne Indiana.

Done at the Council Chamber, in the City of Port Wayne, Indiana, on the 13th day of December, 1904.

I hereby certify that the Common Council of the City of Port Wayne, Indiana, at its regular meeting held on the 13th day of December, 1904, by a majority vote of all its members did pass the ordinance hereto attached and known as General Ordinance No. 236.

August H. Schmidt
City Clerk.

Presented to the Mayor, for approval on the 14th day of December, 1904.

August H. Schmidt
City Clerk.

Approved December 14th, 1904.

Henry C. Bayhoff
Mayor.

General Ordinance No. 237.

Introduced by, Paul J. Humes, The ordinance requiring a competent man to operate a safety gate at crossing of Maback Railroad with Broadway in the city of Fort Wayne from twelve (12) Midnight to Eleven forty-five (11⁴⁵) P.M. of each day.

Section 1. Be it enacted by the Common Council of the City of Fort Wayne that the Maback Railroad Company is hereby directed to keep stationed a competent man at the crossing of its railroad with Broadway in the city of Fort Wayne, whose duty it shall be to operate the safety gate then maintained from twelve (12) Midnight to Eleven forty-five (11⁴⁵) P.M. of each day. If said company fails to comply with the terms of this ordinance it shall be fined in the sum of ten dollars (\$10.00) on complaint of any citizen of said city and every day the said crossing is without such watchman shall be deemed a separate offence.

Section 2: This ordinance to be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the city of Fort Wayne, Indiana, on the 13th day of December 1904

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 13th day of December, 1904, by a majority vote of all the members present, did pass the Ordinance hereto attached and known as General Ordinance No. 237.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 11th day of December, 1904.

August M. Schmidt
City Clerk.

Approved December 19th. 1904
Henry C. Berghoff
Mayor.

General Ordinance No. 238

"An ordinance to regulate the erection and construction of buildings used as theatres, public halls and buildings in general, and providing for the remodeling of such buildings as have already been constructed," as amended January 31st, 1905.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that no building hereafter erected, or which at the time of the passage of this ordinance is not in actual use as an assembly hall or theatre, shall be used as such for public entertainments or gatherings in which stage scenery or other apparatus is employed, unless it shall conform to the requirements of this ordinance, and all buildings which at the time of the passage of this ordinance are in use as theatres or in course of construction with a view of putting them to such use, shall immediately thereto comply with the requirements of this ordinance. All buildings already constructed and in use may be permitted to conform with the provisions of sections 3, 5 and 19 of this ordinance; they may also be exempted from complying with that part of Section 20 which relates to the width of aisles, but in no case, maintain a width of such aisle or less than thirty (30) inches if it is allowed to be less than thirty six (36) inches as prescribed by said section 20; they may also be exempted from complying with the provisions of all that part of Section 21 regulating the aggregate capacity of boxes, lobby, corridors, passages and rooms for the use of the audience; they may also be exempted from complying with those provisions of Section 23 which fix the location of boilers or furnaces in such buildings; such exemptions however shall not be permitted unless, in the judgment of the Board of Public Works of this city, the enforcement of these sections, as hereinafter set out, would be impracticable and interfere with the use of the buildings for which they were erected, but in that case a written consent shall be obtained by the owner, lease or manager of said building from the said Board of Public Works for such exemption; "Entertainments or public meetings shall be given therein."

Section 2: All theatre containing a seating capacity of three hundred (300) or more people shall be constructed as follows: The head of any corridor at the street entrance of any such theatre shall not be more than five (5) feet above the level of the sidewalk at such entrance. To overcome any difference in level in and between exits, corridors, lobby, passages, auditorium and aisles on the ground floor, gradients shall be employed of not over one (1) foot in eight (8) feet with no perpendicular rise within the auditorium; No steeper gradient than two (2) in ten (10) rising towards the exit shall be employed.

Section 3: From the auditorium opening into said courts or sidestreets, there shall be not less than two (2) exits on each side from and including the parquet and each and every gallery. One shall be located near the lowermost and the other near the highest level of each such tier. Each exit shall be at least four (4) feet in width in the clear and provided with doors; each door shall open outwardly, to be hung from the inside corner of the frame, and said doors shall be kept unlocked or open during performance.

Section 4: There shall be from the main auditorium and from each one of the galleries an exit into the main corridor and from said galleries and corridor shall be stairways extending to the ground level with a rise of not over eight (8) inches to a step. The stairways from the upper balcony to the corridor shall be continuous and shall be of the same width as the stairways from the main auditorium. The seating capacity of the auditorium is one thousand (1000) people or more.

Section 5: When one side of the building borders on a public highway there shall be stairways and balconies of like capacity the kind as heretofore mentioned and the buildings shall be set back far enough so as to admit such stairways without locating them upon any part of the public street or alley. If the building is erected on the line of the street, then such stairways shall be placed between two fire-proof walls on each side of the building.

Section 6: All outside stairways shall be constructed of iron throughout, including the floors, but of ample strength to sustain the load to be carried by them and they shall be kept clear from snow and ice and all other obstructions.

Section 7: No workshop, storage or general property room shall be allowed above the auditorium or stage, nor in any of the fly-galleries but may be placed below the stage, if built of fire-proof material and enclosed with fire-proof doors, or any of said rooms may be located in the rear or at the side of the stage; but in each case shall they be separated from the stage by a fire-proof wall, and the opening leading into said portion shall have fire-proof doors on each side.

Section 8: No portion of any building heretofore erected or altered, used or intended to be used for theatrical or other public purposes, as herein specified, shall be occupied or used as a hotel, boarding or lodging house, factory or workshop, nor for storage purposes, unless the entire building be of fire-proof construction, and fire-proof doors be placed over all openings leading to such hotels, lodging rooms, workshops, or galleries of business; all such fire-proof doors must be closed during any performance within such theatre or building.

Section 9: The stage shall be separated from the auditorium by a brick wall of not less than twelve (12) inches in thickness across the entire width of the building and topped out at least four (4) feet above the roof of the auditorium, provided, where the ceiling above the stage is constructed of iron or fire-proof material, and the rooms above the stage are occupied for storage rooms, said fireproof wall shall not be necessary and be omitted from this section. In all theatres or halls hereafter constructed, or now under process of construction, there shall be no opening in this wall except the curtain opening, and not more than four (4) other openings, two (2) of which may be located below the stage and not to exceed one additional one on each side of the stage. Each of said openings in said wall in any such buildings shall not exceed three (3) feet in width and shall be equipped with fire-proof, self-closing doors, securely hung to iron fastenings in the brick work. The wall over the curtain opening shall be carried either by a brick arch or a fire-proof iron girder of sufficient capacity and abutment or security on each side of the opening, to insure stability against the thrust of the arch.

Section 10: The proscenium wall shall be formed entirely of fire-proof material. If metal be used, such metal shall be filled in with solid non-combustible material and securely anchored to the wall with iron.

Section 11: The proscenium opening shall be provided with a metal fire-proof curtain, or a curtain of asbestos or other fire-proof material, sliding at each end in grooves securely fastened to the walls, and extending into such grooves to a depth of not less than six (6) inches on each side of the opening. Such curtain or fire-proof curtain may lap over the stage opening, or such asbestos or fire-proof curtain may lap over the stage opening at the sides not less than twelve inches on each side and there shall be attached to said curtain at the top and bottom for the full width thereof wrought iron or steel pipe of not less than one inch internal diameter. Said fire-proof curtain shall be raised and lowered between each act or intermission, also at the close of each performance, and then remain lowered until the beginning of the next performance, except during rehearsals, and shall be placed at least three (3) feet distant from the footlights at the nearest point if gas is used for such light. All act drop curtains shall be of fire-proof material, or material fire-proofed.

Section 12: In all theatres sky lighted ventilators having openings equal in area to one-tenth of the area of the stage floor and having the whole top so constructed and counterbalanced that they will open automatically, operated by cords or wires from above.

Section 12: The side or abutment sides of the stage and provided with an arrangement of combustible cord or flexible connections to open and close valves automatically by the action of the fire on the stage, shall be placed near the ceiling and above the highest part of the stage. In any theatres already constructed, when the ceiling above the stage is constructed of iron and steel this ventilator may be located upon the stage in main walls.

Section 13: In all theatres heretofore constructed or in any building now not used as a theatre, but hereafter remodelled or used for such purpose, all floors used in the construction of the stage shall be all of either brick or iron. All the joists upon which the stage is built shall be constructed of steel or iron, but the floorboards, equal to the width of the proceeding opening, and used in working scenery, traps, or other mechanical apparatus, may be made of wood not less than one and one fourth (1 1/4) inches in thickness.

Section 14: The walls around the stage on all four sides, including those around the rigging loft, shall be constructed of brick to the full height of the roof excepting the fire-wall mentioned heretofore in section 9. It shall extend four (4) feet above the roof.

Section 15: All permanent stage scenery, curtains and decorations made of combustible material, belonging to the building and all the woodwork on or about the stage, shall be painted or varnished with some non-combustible material, the same being of sufficient fire, and the finishing coats of paint applied to all woodwork throughout the entire building shall be of such a kind as will resist fire, if such paint can be procured or purchased in this country.

Section 16: All columns that support the galleries shall consist of iron or steel, fire proof material; the fronts of each gallery shall be made of fire-proof material, except the clapping, which may be made of wood.

Section 17: The walls separating the employee or dressing rooms from the stage, and the partitions dividing the dressing rooms together with the partitions of every passage way from such rooms to the stage, shall be constructed of fire-proof material. All doors in any of said partitions shall be constructed of iron or other fire-proof material. All ceiling and supports in such and every dressing room, property room or other store rooms, shall be constructed of fire-proof material, or wood covered with fire proof material.

Section 18: All seats in the auditorium, excepting those contained

boxes shall be not less than thirty one (31) inches from back to back on the main floor, thirty (30) inches in balcony or gallery, measured in a straight direction, and shall be firmly secured to the floor. No seat in the auditorium or the main floor shall have more than six (6) seats; in the balcony or balcony front (3) seats, and in the upper galleries four (4) seats, intervening between it and an aisle leading to an exit. An assembly hall or other intervening number of seats as herein prescribed may be increased, if the seats are fixed, and in such cases the allotted floor space shall never be less than eighteen by thirty (18 X 30) inches for seats.

Section 19: All platforms and galleries formed to receive the seats shall not be more than twenty one (21) inches in height of rear nor less than six (30) inches in width of platform.

Section 20: All aisles on the respective floors in the auditorium, main entrance, both sides of the same, shall be not less than three (3) feet wide; aisles having seats on one side only shall be not less than three (3) feet wide. There shall be never less than three (3) feet wide next to the walls of all such auditoriums; also the aisles of all intermediate rooms, but their width shall be in the average width proportioned as above, and no aisle, aisle, shall be less than three (3) feet wide. It shall be provided in aisles excepting an exit from front to back of the seats, and whenever the side from back to front is less than ten (10) or less, the floor of the aisle shall be made as an uneven plane, and when steps are placed in outside aisles or corridors, they shall not be isolated, but shall be grouped together and shall be placed and maintained so as to clearly light every place where there are steps in enclosing aisles or corridors.

Section 21: No admission of any kind shall be sold beyond the seating capacity of the respective floors of the house, and each person attending must be furnished with a seat or standing place. All aisles and passageways in assembly halls and theatres shall be kept free from camp-stools, chairs, sofas or other obstruction. The aggregate capacity of the foyer, lobby, corridors, passages and rooms for the use of the audience, not including aisle space between seats, shall, on each floor or gallery, be sufficient to contain the entire number to be accommodated on said floor or gallery in the ratio of one hundred and fifty (150) square feet of floor room for every one hundred (100) persons or part thereof, but no public main hall, corridor or lobby shall be less than six (6) feet wide in any of its parts.

Section 22: Every theatre accommodating three hundred (300) or more persons

shall have at least two (2) exits. When accommodating from five hundred (500) to one thousand (1000) persons, at least three (3) exits, and when accommodating over one thousand (1000) persons, at least four (4) exits. These exits do not refer to or include the exits to the main lobby.

Section 23: Doorways of exit or entrance for the general and regular use of the public shall be not less than four (4) feet in width and for every additional one hundred (100) persons or portion thereof to be accommodated in excess of three hundred (300) persons an additional twenty (20) inches of exit door space in width, and two (2) feet increase of space in width for corridor, lobbies or passageways shall be allowed. No single door shall be less than three (3) feet wide but two (2) such doors may be used in lieu of each four (4) foot doorway described in this title, but no single door or leaf of a double door shall exceed four (4) feet in width. There shall be no less than two (2) exit doors, each not less than three (3) feet in width for the stage, opening directly upon a street or alley or courtway leading to a public thoroughfare.

Section 24: No mirror shall be so arranged so as to give the appearance of a doorway exit, hallway or corridor, when no such doorway exit, hallway or corridor is really in existence at said mirror, nor shall there be any false doors or windows giving the appearance of an opening when none really exists.

Section 25: A common place of exit or entrance may serve for the main floor of the auditorium and for the first gallery, provided, however, its capacity is equal to the aggregate capacity of the outlets from the main floor and said gallery; provided, further, that the lowermost run from any stairway to the gallery does not open directly at right angles into the central axis of a common exit, unless there is a clear space of landing of at least one and one quarter ($1\frac{1}{4}$) times the width of the stair between the foot of such stair and such central line nearest to the doorway.

Section 26: No passage leading to any stairway communicating with any entrance or exit shall be less than four (4) feet in width in any part thereof.

Section 27: Distinct and separate places of exit and entrance shall be provided for each gallery above the first and when the seating capacity is more than one thousand (1000) people, there shall be at least two (2) independent stairways, with direct exterior outlets provided for each gallery in the auditorium, or one on the auditorium and one to any street, alley or court. No circular or winding stairs or fire-escapes for the public, shall be permitted. All enclosed stairways shall have on both sides strong hand rails, firmly

secured to the wall at a distance of about three (3) inches therefrom, and about three (3) feet high above the stairs. All stairways eight (8) feet and over in width shall be provided with a central rail of metal or hard wood, not less than two (2) inches in diameter, placed at a height of about three (3) feet above the center of the treads, supported on wrought metal or brass standards of sufficient strength, securely bolted to the treads or risers of the stairs, or both, and at the head of each flight of stairs and on each side of the landing the post or standard shall be at least six (6) feet in height and the rail shall be secured to such post.

Section 28: No steam boiler or furnace, which may be required for heating or other purposes, shall be located under the auditorium, nor under any passage or stairway or exit of the building, and the space allotted to the same shall be enclosed by walls of masonry on both sides, and the ceiling of such space shall be constructed of fire-proof material. All doorways in said walls shall have fire-proof doors.

Section 29: No floor register for heating shall be permitted in the aisles or passageways. No coil or radiator shall be placed in any passage way used as an exit, except in the main corridor, but coils or radiators shall be placed in recesses formed in the wall or partition to receive the same. All supply, return or exhaust pipes shall be properly incased and protected where passing through floors or located near woodwork.

Section 30: Stand pipes two and one half (2½) inches in diameter shall be provided with hose attachments on every floor or gallery as follows: One on each side of the stage, and at least one near the property rooms. All stand-pipes shall be kept clear from obstruction, and said stand-pipe shall be separate and distinct, receiving their supply of water direct from the street main, and shall be fitted with regulation couplings of the fire department and be ready for use at all times during performance in said building.

Section 31: There shall be placed over the curtain opening, extending over the full width of the curtain opening, a two (2) inch perforated pipe, supported at each end by a two (2) inch rising main, connected at the bottom to a three (3) inch fire line, leading directly to the stage with valves controlled from the stage as near the exit as possible, to form when in service a water curtain or automatic sprinkler. In lieu of the water curtain described above, automatic sprinklers may be used in the ceiling or below the roof of the stage at such intervals, as will cover every square foot of stage surface when said sprinklers are put in operation. In all non-fire proof theatres or

in fire proof theatres, when the rule of the fire department directs it, automatic sprinklers shall also be placed under the stage if possible, and in the dressing rooms, carpenter shop, box office and property room. No automatic automatic sprinkler system, with or without fireproofing, shall be independent of, and in no manner be connected with the stand pipes described in the building section, but shall be supplied with water from a tank on the roof of the stage. Supply of such tanks shall be provided.

Section 52: A hose and sufficient quantity, two inch hose, provided with the requisite couplings of the Fire Department with 20 feet attached thereto, and with hose attached at each outlet, shall be kept attached to each new standpipe.

Section 53: Two ladders or ladders for extinguishing apparatus and at least one fire escape shall be provided and kept in a ready and accessible position and kept ready for immediate use, and under the stage at least two (2) buckets at all times shall be kept ready; each bucket shall be painted red, and the top of the bucket, and the interior and exterior of same shall be subject to the approval of the Fire Department.

Section 54: No portion of the building devoted to the use or accommodation of the public, after its opening, leading to the stage, including the main lobby or corridors, shall be well and properly lighted during each and every performance, and such light shall be kept burning until the entire audience has left the premises.

Section 55: No gas mains, if any, supplying the building, shall have any joints, and connections for the auditorium and stage, and no means shall be used for shutting off the light from the outside of the building.

Section 56: All suspended or bracket lights surrounded by glass, in the auditorium, or any part of the building devoted to the use of the public, shall be provided with proper wire sockets, and no other. No gas or electric light shall be inserted in the walls, woodwork, ceiling or any part of the building unless protected by fire proof material. All gas lights, except electric lights shall be protected by a strong wire guard in addition to the wire network. All border lights shall be constructed according to the best methods known, and shall be subject to the approval of the chief of the Fire Department.

Section 37: All assembly halls and theatres which are lighted by electric light, shall have at least three separate and distinct circuits, as follows: One for the stage, one for the auditorium and one for corridors and exits. These circuits shall be so arranged that half of the lights in each division of the auditorium and half of those in each corridor and exit shall be on either one of the two circuits.

Section 38: It shall be the duty of the owner, lessee, or manager of any theatre or assembly hall, in which programmes are distributed during any performance, to cause a diagram of each tier, gallery or floor to be printed in black lines on such programmes, showing the exits of such building, together with the capacity of such theatre or hall as governed by the size of exits and passage ways, no greater number of people shall be allowed to enter such building.

Section 39: Each and every exit of an assembly hall, theatre or other public place of amusement which can be used in case of fire shall be designated by the word "Exit" in letters of such size that they can be read easily from the opposite side of the auditorium or gallery, and shall be placed so immediately over or upon the exits, that they can be readily seen from any or all parts of said auditorium or gallery. A red light shall be placed at or near each of said signs, and kept burning during each entertainment or performance, and so close, fixed red light shall be provided in the auditorium, and the fact that such red light indicates an exit to be used in case of fire shall be printed conspicuously upon the programmes used in such theatre or such place of amusement at each and every entertainment.

Section 40: The stand-pipe, gas pipe, electric wire line, foot lights and all other apparatus used in extinguishing a fire or guarding against the same, as provided for in this ordinance shall be subject to the inspection and control of the Chief of the Fire Department and said chief is hereby directed to see that the arrangements in respect thereto are carried out and in force.

Section 41: In all assembly halls and theatres now or hereafter erected, all exit doors shall open outwardly, but so as not to block the use of any balcony, platform, stair-landing, passageway, fire escape or other exit; all such exit doors shall be kept unlocked or open during each and every performance.

Section 42: The thickness of the exterior stage walls, not over eighty (80) feet in height, shall not be less than seven (7) inches for the fire

two (2) stories with twenty one (21) inches abutments above the second story.

Section 43: No person shall be allowed to use any gasoline, kerosene, or any other dangerous or explosive oils in any part of the stage or auditorium for the purpose of producing heat or light during any performance.

Section 44: No person shall be allowed to use any matches, cigarettes or pipe in and upon or under the stage or in the dressing rooms or property rooms, or in or about the galleries during any performance or rehearsal, and all heat or light used for the purpose of dressing, except that used for general heating of the building shall be furnished by electric light, gas, or steam, and no person shall during any performance use upon such stage any lighted cigar, cigarette or pipe, a special permit so to do may be granted by the mayor.

Section 45: All ashes shall be placed in metal receptacles within removal from the premises, and the premises shall always be kept clean from any rubbish, waste or dirt; it shall be the duty of the Chief of the Fire Department to see that this part of the ordinance is strictly enforced.

Section 46: No person shall be allowed to use the emergency or fire escape during any performance for the purpose of gaining entrance to said building.

Section 47: Nothing contained in this ordinance shall affect any building now used for educational, religious or charitable purposes only.

Section 48: The owner, lessee, or manager of any theatre or building used as such, shall comply with the provisions of this ordinance with regard to the construction or reconstruction of any buildings in course of construction, or already erected on or before September 1st 1905, and any neglect or failure to comply with this section of this ordinance shall constitute a separate offense for each and every day after the day hereby fixed.

Section 49: The owner, lessee, or manager of any building structure, walls, staging, flooring or any part thereof, where anything shall be placed or be permitted to exist in violation of this ordinance or any section of this ordinance, or any person or corporation who shall build in violation of any section of this ordinance, or who shall fail to carry out any of the provisions of this ordinance, or who shall violate any of the provisions of this ordinance, shall for each and every such violation or non compliance be, upon conviction thereof, fined in any sum not less than Five Dollars (\$5.00) nor

more than Five Hundred Dollars (\$500.00).

Section 50: All ordinances in conflict with this ordinance are hereby repealed.

Section 51: This ordinance shall take effect and be in full force from and after its passage, approval by the Mayor and legal publication.

done at the council chamber in the city of Fort Wayne, Indiana, on the 31st day of January, 1905.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 31st day of January, 1905, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 238.

W. M. Schmidt.
City Clerk.

Presented to the mayor for approval on the 14th day of February, 1905.

W. M. Schmidt
City Clerk.

Approved February 14th 1905.
Henry C. Kiser, Mayor

General Ordinance No. 239.

Enacted by
Said Mayor

The ordinance approving a contract entered into by and between the City of Fort Wayne through its Board of Public Works, and the Fort Wayne and Natchez Valley Traction Company for the lighting of the streets of the city during the year 1905:

That on the 1st day of January, 1905, the Board of Public Works of the City of Fort Wayne, Indiana, on behalf of the city entered into the following agreement and contract, to-wit:

The agreement made and entered into this first day of January, 1905, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and the Fort Wayne and Natchez Valley Traction Company, party of the second part, Whereas That:

Whereas a certain written agreement was made and entered into and between said City of Fort Wayne through its Board of Public Works and the Fort Wayne Electric Light and Power Company, bearing date of July 21st, 1903, with amendments made thereto on January 28th, 1904, (reference to which is hereby made) which was duly approved by ordinance passed by the common council of said city on said last mentioned date, in the terms of which contract the said Fort Wayne Electric Light and Power Company agreed to rent to said city of Fort Wayne for the lighting of the streets, alley and public places in said city, for and during a period of one year from the date and approval of said contract and ordinance to the common council of said city, three hundred and twenty four (324, or more, electric arc lamps at and for the price of seventy dollars (\$70.00) per annum for each electric arc lamp furnished and operated by said Company, payable and subject to the rebates therein provided, and

Whereas by Section 7 of said contract it was expressly provided as follows: "Section 7: Said party of the second part further agree to renew this contract for street lighting, from year to year on the same terms and conditions as provided in Sections 3 and 4, if so desired by said first party."

And Whereas, all the rights, privileges and franchises under and by virtue of said contract and all the property of said Fort Wayne Electric Light and Power Company have heretofore been sold, assigned and transferred to the said Fort Wayne and Natchez Valley Traction Company, which now owns and operates the same, and said city is desirous of renewing said contract for another period of one year from the first day of January, 1905, as provided in said contract;

Now, therefore, it is hereby agreed by and between the parties that the said contract for the renting to said city for the lighting of the streets, alleys and public places, of the arc lamps provided and intended by said city, shall be renewed for a period of one year for

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the first day of January, 1905, to the first day of January, 1906, on the same terms and conditions as provided in Sections 3 and 4 of said contract so entered into between said City and said Port Wayne Electric Light and Power Company.

He witnessed whereof said parties have hereunto set their hands and seals this first day of January, 1905, in duplicate.

{
East }

Port Wayne & Nwabach Valley Traction Co.
By Chas. E. Egan

Secy. Supt.

The City of Port Wayne, Indiana,
By Peter Eggemann

Wm. Southmann

H. L. Zollinger

Board of Public Works

Approved:

Henry C. Berghoff
Mayor.

Section 1: Be it therefore ordained by the Common Council of the City of Port Wayne, Indiana, that the contract and agreement heretofore made and entered into by and between the City of Port Wayne, Indiana, through its Board of Public Works, and the Port Wayne and Nwabach Valley Traction Company, as fully set out in preamble hereto, be and the same is hereby in all things approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the Council Chamber of the City of Port Wayne, Indiana, on the 14th day of February, 1905.

I hereby certify that the common Council of the City of Port Wayne, Indiana, at a regular meeting held on the 14th day of February, 1905, by a majority vote of all members elect did pass the ordinance hereto attached and known as General Ordinance No. 239.

August M. Schmitt

City Clerk.

Presented to the Mayor for approval February 24th, 1905

August M. Schmitt

City Clerk.

Approved February 24th, 1905

General Finance Co. 240.

to James Madison at 1007, Washington Street and
1008, North St.

[illegible]

redness of the redness of the face is in part due to the fact that the
part with is orange and appears to be the "mug".

Some of the present families in the city of New York, contain the
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[illegible]

Lycopodium obscurum

Presented to the House of Representatives
1895.

August 19. 1891
1891

Apprentice, 23 Jan - 1st March, 1863.

General Ordinance No. 241.

City Council of
N.Y. City
in session

That whenever changing the name of the Hudson Street, running from
12th Street to 14th Street to 15th Street.

Section 1: Be it enacted by the Council of the City of New York,
that the name of the Hudson Street, running from 12th
Street to 14th Street be changed to 15th Street and the
width be same as the street now.

Section 2: This ordinance shall be in full force and effect from
and after the passage and approval of the Mayor.

That at the Council Chamber in the City of New York, on the 15th
day of March, 1865.

Attest, Verily that the Council of the City of New York,
do hereby enact and give force to the 15th day of March, 1865,
by a vote of the City Council, that the name of the
Hudson Street, running from 12th Street to 14th Street, be changed to 15th Street.

Enacted by the Council

15th day of March, 1865.

Approved by the Mayor of the City of New York, on the 15th day of March, 1865.

Attest, The Mayor

15th day of March, 1865.

Attest, The City Clerk

15th day of March, 1865.

Mayor.

Ordinance No. 24.

An ordinance approving a certain contract and agreement entered into by and between the New York, Chicago and St. Louis Railroad Company and the city of Port Wayne, Indiana, by and through its Board of Public Works, on the 24th day of April, 1905.

Whereas, on the 24th day of April, 1905 the Board of Public Works of the city of Port Wayne, Indiana, on behalf of the city, entered into the following agreement and contract, to-wit:

Agreement made and entered into this 24th day of April 1905, between the city of Port Wayne, through its Board of Public Works, party of the first part, and the New York, Chicago and St. Louis Railroad Company, party of the second part, to-wit:

That whereas on June 14th, 1904, an agreement was entered into between the parties hereto, which agreement was duly approved by the Common Council of the city of Port Wayne on said day, providing and authorizing the party of the second part to lay a single track, railroad over and across the lot in the city of Port Wayne, connecting the main track of the New York, Chicago and St. Louis Railroad Company party of the second part with the grounds and storage houses of the Indiana Transfer Company.

And whereas, under and in pursuance of said agreement, the party of the second part has constructed across Erie street a single track railroad switch for the purpose as provided in said agreement.

And whereas it is now desired to take up the said switch track laid under and in pursuance to said agreement of date June 14, 1904, and to lay in place thereof another track across Howard street near where the same connects with Erie street and across Erie street.

Therefore it is agreed and permission and authority is hereby given and granted to the party of the second part to take up the track it has constructed across Erie street where the same is located west of the place where the said Howard street intersects Erie street and to construct and operate instead thereof a single track railroad across Howard street near where the same connects with and intersects Erie street and to construct and operate a single track railroad upon and across Erie street east of said Howard street to connect with the main tracks of the said party of the second part, and also to connect a spur track with said track along the north line of said Erie street to connect with the track now laid north of said Erie street along a storage house of the

National Handle Company, in accordance with a plan attached hereto and made a part of this agreement. The permission and authority hereby given are upon the following terms and conditions:

First: That the track herein authorized to be laid shall be so placed that it will interfere as little as possible with the public use of said street and if said street is hereafter graded or paved or otherwise improved, the party of the second part shall make the grade of said track conform to the grade established for said street by the Board of Public Works.

Second: If said street is hereafter paved, the second party shall pay so much of the pavement as lies between its tracks and the space two feet on either side thereof. That the grade of said track shall at all times be maintained as to interfere as little as possible with public travel on said street; that said track shall be used for no other purpose than for that of switching cars from the main tracks; that the party of the second part do and upon the grounds of the said National Handle Company its successors and assigns, and in so doing no cars shall be allowed to remain standing in any part of said Erie or Howard streets. That the permission herein granted to said party of the second part shall continue in full force and effect until the same shall be withdrawn by the Board of Public Works.

Witness our hands and seals this 24th day of April, 1903.

Wm. Eggenman, } Board of Public
J. C. Dolinger, } Works of the City of
J. C. Dolinger, } Port Wayne
To New York, Chicago & St. Louis Railroad Co.
By Atty. T. D. McGowan
do do do do

Section 1: Be it ordained by the Common Council of the City of Port Wayne, Indiana, that the contract and agreement heretofore made and entered into by and between the City of Port Wayne, Indiana, and the New York, Chicago & St. Louis Railroad Company, as fully set out in preamble hereto by and the same is hereby in all things confirmed and approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the Common Council, in the City of Port Wayne, Indiana, on the 9th day of May, 1903.

I hereby certify that the Common Council of the City of Port Wayne

Indiana, at a regular meeting held on the 9th day of May, 1905, by a majority vote of all the members Elect, did pass the Ordinance hereto attached and known as General Ordinance No. 243.

N. G. Griffin
President

August M. Schmidt
City Clerk

Presented to the Mayor for approval on the 17th day of May, 1905.

Approved May 10, 1905

General Ordinance No. 243.

The ordinance approving a contract entered into between the City of Fort Wayne through its Board of Public Works and the Fort Wayne, Van Wert and Lima Traction Company, together with the amendments made thereto of May 23^d, 1905.

Whereas on the day of May, 1905, the Board of Public Works of the City of Fort Wayne, State of Indiana, on behalf of the City, entered into the following contract and amendments thereto of May 23^d, 1905:

This agreement made and entered into this 24th day of April, 1905, by and between the City of Fort Wayne, Allen County, Indiana (hereinafter called the City) by and through its Board of Public Works, party of the first part, and the Fort Wayne, Van Wert and Lima Traction Company, (hereinafter called the Traction Company) party of the second part, Witnesseth:

That in consideration of the several and mutual covenants and agreements herein contained, it is hereby agreed by and between said parties as follows:

1. Consent, permission and authority be and are hereby granted by the City to the said Fort Wayne, Van Wert and Lima Traction Company, its successors and assigns, to run and operate its cars along, upon and over each of the tracks and lines of the Fort Wayne and Nabask Valley Traction Company, its successors and assigns, as may be permitted by contract between said companies, and so as to afford the care of said traction company, party of the second part herein, a suitable and convenient entrance into and through said city and returning thence to its tracks and lines without said city, and also to reach and use any passenger loop or freight

loop or loops now or hereafter maintained by the said Fort Wayne and Wabash Valley Traction Company, its successors and assigns, provided, however, that if any change or changes be made in the route of said loops or either of them, such changed route or routes of such loops shall be a part of the route covered by this contract; and also to run and operate its cars upon and over the tracks of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, on the lines of said last mentioned company running to Robinson Park or any other park maintained by said company, its successors or assigns, or by the public, and to connect by means the tracks and power of the said Fort Wayne and Wabash Valley Traction Company with the tracks which said traction company, party of the second part herein, may provide for the storage of its cars, or use for deposit purposes; also to run and operate its cars over the track of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, by the most direct route by which tracks are provided to reach the yards and shops of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns; provided however that the acceptance of said Washington street as an entrance nullifies the said traction company's right to use said Lewis street, and the acceptance and use of said Lewis street as an entrance nullifies the said traction company's right to use said Washington street, intending herein to run a single line of entrance into said city.

If said traction company, party of the second part herein, shall elect and use said Washington street as its entrance into said city, then, authority, consent and permission are hereby given to said traction company, its successors and assigns to construct, maintain and operate a street railroad track upon Glasgow Avenue from a point at or near to its intersection with Main Street to a point at or near the intersection of said Glasgow Avenue with Washington street, together with all the poles, wires, crows and other appliances necessary and convenient to successfully operate and connect the same with the tracks, wires and other appliances of said Fort Wayne and Wabash Valley Traction Company; but the middle of said track shall not be laid or maintained west of the center line of said street, and said track shall not be elevated above the grade of the grade of said street, and the same shall be laid and maintained so as to conform to the determination of its grade of said street as the same from time to time is fixed, and in such a way as to be no unnecessary impediment to the ordinary and proper use thereof by wagons, carriages and other vehicles upon or along such track at any point thereof, with suitable bridges to be constructed and maintained over all gutters passing

along said track so as to permit the free and uninterrupted flow of water in and along such gutter.

All poles shall be placed and maintained inside the curb line and the tracks and rails shall conform with the grade of the street now established or as may be hereafter established by said city and subject at all times to be taken up and relaid by the said company, its successors and assigns, at its or their expense whenever necessary for the purpose of regrading, paving or repairing or replacing such street, constructing sewer, laying or repairing water mains or other pipes or any other public improvement. In case such rails or tracks shall not conform with the grade of the street as above provided, the Board of Public Works shall notify said party of the second part thereof and the parties of the second part shall be responsible for making such tracks or rails conform to such grade within thirty days from the receiving of such notice, and upon failure so to do, the Board of Public Works shall have the right to change such track or rails and make such improvements and charge the cost thereof to said company, its successors and assigns; and in case said company, its successors and assigns shall fail to pay said expense within thirty days after the said board has rendered a bill therefor, the said city shall have the right of action to recover such amount against the said company, its successors and assigns, and it and they shall be liable upon the bond which is herein provided for any such amount, provided however that said notice shall not be given at any time of the year unsuitable for the doing of the work required, unless the condition of such track is such as to endanger the safety of passengers or the public. Should it be necessary in the prosecution of any public work to temporarily stop the operation of cars on said street, it may be done by order of the Board of Public Works, and in such case the said city shall be held free from all claims for damages by reason of the delay to the business and traffic of said party of the second part.

Said traction company, its successors and assigns shall, whenever said street is paved by said city, pave with the same material used in the paving of the remainder of said street, the space between its rails, including the space between the tracks where there are switches or double tracks and twelve inches on the outside of each rail track and to keep and maintain the same in repair, and also repair such portion of said street where and as often as the as the remaining portions of said street are repaired by said city. All such paving to be done under and according to specifications both as to material and manner as may be provided by the Board of Public Works under the supervision of the City Civil Engineer, is

being understood and agreed, however, that said traction company, its successors and assigns shall not be required to pay or repair or maintain said portions of said street with any more expense in material or in any different manner than the remaining portions thereof are paved.

In the event that said Glasgow annex is accepted and used under the terms herein provided, the said traction company, its successors and assigns shall consent and permit the use of its said track, poles and wires upon said street, by any other interurban company, to which a franchise may be granted by the city, for the purpose of reaching an entrance into the city over the Washington street line of the Fort Wayne and Wabash Valley Traction Company. The terms of said use to be agreed upon by said traction company, its successors and assigns. And the company receiving such franchise, its successors and assigns and upon a failure, to agree upon the terms for use the same to be determined by the Board of Public Works, which shall be binding upon said parties. Provided further that all provisions of this section shall apply to any and all streets that may hereafter be taken into said city and provided further that all poles upon all paved streets shall be of iron.

2. The said traction company, party of the second part herein, shall charge five cents for a single fare between any two points in said city upon its said cars, and all tickets sold for passage within said city by the said company, and its assigns, shall be received for passage within the corporate limits of the city of Fort Wayne, on the cars of said company, party of the second part; but the interurban cars of said traction company shall not be required to stop for or carry local passengers within said city and said company, its successors and assigns, may remove its interurban cars for the exclusive use of its interurban passengers.

All local interurban cars shall stop for the receipt and delivery of interurban passengers at four places between the city limits and the central passenger station of said traction company in said city.

Said four stopping places shall be designated by the traction company and approved by the Board of Public Works. But this provision shall not apply to the limited cars of said traction company.

3. Said traction company, party of the second part, may at all times use in its passenger cars or in any suitable compartment thereof provided for such purposes or in any mail, express or freight car of the same general type and construction as a passenger car except as to the windows, doors and inside finish and the weight of contents such baggage belonging to its passengers being transported in such cars as is usually allowed to be carried in passenger cars of steam railroad companies, and also checked baggage

mail, merchandise, express and freight matter, which can be carried in the kind of cars heretofore described; provided, however, that animals commonly termed live stock, shall be carried in any such car or in any such compartment at any time; and provided further that all baggage other than hand baggage and express matter shall be delivered at the station or terminal on the passenger loop and all merchandise and freight earned as aforesaid shall be delivered at the station or terminal located on the freight loop herein referred to, or at the freight station maintained by said party of the second part or said Port Wayne and Mahoning Valley Traction Company, its successors or assigns; and in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise, be loaded or unloaded in or upon any of the streets, alleys or avenues or public grounds or in any shops at said stations or terminals; provided that no more than one car shall be run in any one train at a time without the consent of the Board of Public Works.

4. The cars to be run and operated by said traction company, party of the second part herein, shall be propelled by electric power or other improved power only, and not by steam, and said company during the entire period for which this franchise is granted will so operate its cars as to render the public at all times first class and efficient interurban service, and its cars shall be of the best and most improved pattern, style and finish, at all times kept well cleaned, repainted, polished and provided with comfortable seats for passengers, and heated with safe and convenient appliances whenever the weather is such that the comfort of the passenger shall require the same; lighted at night with electricity or some equally efficient light; that all such cars shall be kept in good repair and at all times be painted on the outside and passengers cars decorated in the inside, as to present an attractive appearance, and to be repainted and redecorated from time to time as may be necessary to retain such appearance and that each of such cars shall be provided with a pilot and other modern appliances for the safety of its passengers and employees, including a headlight; and each of said cars shall bear thereon the name of said traction company, party of the second part, its successors or assigns, and the point of its destination in letters of such size that the same can be readily observed and read by persons of ordinary sight.

5. The cars of said company party of the second part, shall be required to, and shall at all times run at the same rate

of speed as the cars of said Port Wayne and Wabash Valley Traction Company shall run on said line, and shall not be stopped or permitted to stand on the said railway of the said Port Wayne and Wabash Valley Traction Company, its successors or assigns, for the purpose of taking on or off freight or merchandise, except on its own spur or at such points as the freight loop as may be from time to time designated and permitted by said Port Wayne and Wabash Valley Traction Company, its successors or assigns, and so as not to interfere with the proper operation of the cars on the railway of the said Port Wayne and Wabash Valley Traction Company, its successors or assigns.

1. The said traction company, party of the second part, shall be required at all times to run its cars, so as not to unnecessarily impede public traffic at the intersection of public streets, stops or arrivals of said city, and its cars when stopped, shall be stopped clear of cross streets. The cars of said traction company, party of the second part shall be entitled to the right of way in all cases as to and whenever any horse team or vehicle (except other street cars) shall meet or be overtaken by a car, such horse, team or vehicle (except other street cars) shall give way to said car; nor shall any person willfully obstruct or interfere with any of the cars of said traction company by driving or stopping or caused to be driven at a slow pace or stopped, any horse, team wagon or other vehicle, upon, along, across or near the tracks of said line after being notified by the motorman by the ringing of a bell on said car or otherwise.

2. - The said traction company, party of the second part, shall conform in all respects to the laws of the State of Indiana and all laws, and ordinances of the city of Port Wayne, and to all other public authorities relation to the management, operation or control of its cars so far as the same relate to the safety and health of its passengers and the public.

3. It is agreed by and between the parties hereto that one of the principal considerations for this grant is the permission agreement and the taking of said traction company, party of the second part, to build an interurban railway line from the city of Lima, Ohio, to the city of Port Wayne, Indiana, and that all the rights and privileges granted herein by said party of the first part to said traction company, party of the second part, shall, for full and terminate, and this contract become null and void if the party of the second part shall not have constructed and in operation such railway from the city of Lima, Ohio, to the city of Port Wayne, Indiana, on or before the first day of January 1906, unless delayed on account of the acts of Providence, litigation, or unavoidable delay, in which case

the Board of Public Works of said city may grant a reasonable extension of time, provided that the same is approved by the Common Council.

And provided further, if the said Port Wayne, Lake Erie and Lima Traction Company, its successors and assigns shall at any time during the term of this contract fail or refuse to operate its said cars over the railway authorized to be constructed by it or over the portion of said East River street or said East Washington street accepted by said traction company, its successors or assigns, for an entrance into said city within the present or future limits for the period of three months, then all the rights and privileges herein granted as to said portion of said lines not so operated shall be forfeited and this contract as to such lines or parts thereof be null and void.

11. said traction company hereby agrees to protect and save harmless the said city from all loss and damages of every kind on account of the running or operation of its cars within said city, and shall execute to the city of Port Wayne a good and sufficient bond in the sum of Ten Thousand Dollars, (\$10,000.00) with good and sufficient sureties, to be approved by the said Board of Public Works, conditioned that the said traction company, party of the second part, shall faithfully carry out and perform each and every agreement herein contained and shall well and truly pay to said city all damages and other sums of money for which under the terms of this contract it may become liable to said city; and said bond shall be renewed from time to time during said period on the demand of said Board of Public Works of said city whenever in the opinion of said Board the surety or sureties on said bond has become insufficient for any reason whatsoever, or whenever the accumulation of unpaid liabilities against said company in favor of said city renders such renewal necessary in the opinion of said Board. In case the said traction company party of the second part, shall on reasonable demand of said Board fail or refuse to renew such bond or furnish said additional security thereon as may be required the rights under this contract shall cease and the forfeiture herein granted for forfeiture which forfeiture may be enforced in any court of competent jurisdiction.

10. - It is further agreed by and between the parties to this contract that all the rights hereby granted to said party of the second part, its successors and assigns, to run and operate its cars over the said lines of said Port Wayne and Detroit Valley Traction Company, its successors and assigns in said city shall continue for the period of thirty five years from the taking effect of this contract, and all the terms

conditions and covenants of this contract shall be binding and conclusive for that period on both parties hereto. The said limitation of time is agreed to be one of the chief considerations for the grant hereby made, and the said traction company, party of the second part, recognizing and consenting that such limitation of time is one of the essential and governing conditions of the contract hereby made, shall, its successors and assigns, at the expiration of said period it will peaceably yield possession of all parts of the streets and avenues in said city, on which its road does then run or operated, and cease the operation of its said road and railway on such portion of the streets and avenues in said city, and thenceforward will make no claim of any kind or character on any lands whatever under the grant herein made.

In witness whereof said parties hereto set their hands and seals this 24th day of April, 1905.

City of Fort Wayne

By Wm. E. Spence

City Clerk

Attest: Henry W. Beck

City Clerk

Board of Public Works

Fort Wayne Van Mott and Traction Co.
By James Murdock President

Section 11: Be it remembered that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 23rd day of May 1905, made and entered into, together with the ordinance of the city of Fort Wayne, Indiana, the city of Fort Wayne through its Board of Public Works and the Fort Wayne Van Mott and Traction Company, its full and lawful representatives, in and the same is hereby in all things confirmed and approved.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 23rd day of May 1905, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 243.
John H. Pfeiffer August M. Schmidt
President City Clerk

Presented to the Mayor for approval on the 7th day of June, 1905.
August M. Schmidt
City Clerk

Approved June 16th, 1905.
Henry C. Bergboff Mayor

General Ordinance No. 244.

An Ordinance approving a contract entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne and Northern Valley Traction Company, together with amendments made thereto of May 23^d 1905.

Whereas, on the day of May, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city entered into the following contract and amendments thereto of May 23^d 1905: This agreement made and entered into this 8th day of May, 1905, and as amended this 23^d day of May, 1905, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, hereinafter called "the city" and the Ft. Wayne and Northern Valley Traction Company, a corporation duly organized under the laws of the State of Indiana for the purpose of and now owning and operating a system of urban and interurban street railroads in and between the cities of Fort Wayne and Logansport, in said State and elsewhere, party of the second part, hereinafter called "the traction company," Witnesseth that:

Whereas, the traction company has become and is now the assignee and the owner of, with the right to operate all the property, rights, privileges and franchises heretofore owned and operated by the Fort Wayne and Northern Valley Traction Company, including all the rights, privileges and franchises granted under the terms of the certain contract between the city, of the one part, and George Townsend, William S. Reed, and William C. Miller, of the other part, bearing date of November 27, 1900, and the ordinance approving and confirming the same, passed by the Common Council of said city on December 13, 1900, and approved by the mayor of said city, which has been heretofore sold, assigned and transferred by them to the Fort Wayne and Northern Valley Traction Company, and by the latter company to the said Fort Wayne and Northern Valley Traction Company; and

Whereas it is desirable and necessary that certain changes, modifications, alterations and additions be made to the contract now existing between the said parties hereto, Therefore, in consideration of the premises and of the mutual and several covenants and agreements herein contained, it is hereby agreed by and between the said parties hereto as follows:

1. The said traction company hereby agrees within six (6) months after the approval of this contract by an ordinance of the Common Council and mayor of said city to take up and remove its tracks, turnouts, switches, poles, wires and all

appliances, and thereafter to surrender and waive all right to construct, maintain or operate a street railroad track or tracks on the following portions of the following named streets, viz:

- (1). On Fulton street from Maine street to Brockwedge street.
- (2). On Brockwedge street from Fulton street to Fairfield avenue.
- (3). On Fairfield avenue from Brockwedge street to Crighton avenue.
- (4). On Taylor street from Broadway to Fairfield avenue.

Upon removing said tracks, switches, turnouts and poles as aforesaid said traction company agrees to and shall fill all holes and excavations thereby made and place said portions of said streets as were occupied by the said car tracks (leaving all of said street lying between the said rails and twelve inches on the outside of the said rails) in as good condition as is the balance of said street outside of said car tracks; and whenever said portions of said streets or any part thereof are now paved, the portions of said streets between the rails and for the distance of twelve inches on the outside of the outside rails of said tracks shall be put down in as good a condition and in the same manner (using the same material in all respects) as the balance of the street outside of said car tracks to the satisfaction of the Board of Public Works of said city.

and inasmuch as said city is about to place said portion of said Fulton street, the said traction company hereby agrees that its tracks, ties, poles, wires and other appliances on said portion of said Fulton street shall be taken up and removed at or before the time said Fulton street is paved. All ties on streets not paved and when not imbedded in concrete or when ordered by the Board of Public Works, shall be taken up and removed at the same time by said company; provided however that six (6) months shall be the extreme time limit for the removal of the tracks and other property herein mentioned.

2. The said Traction Company shall and does hereby surrender all its rights, authority and permission to construct or maintain, and it shall not hereafter be required to construct or maintain, the double track on Lafayette street from Maine street to Columbia street. The additional track on Minnesota street from Lafayette street to Clinton street; and the track commencing at the intersection of Jackson and Dawson streets running thence west on Dawson street to the center of Fairfield avenue, thence south on Fairfield avenue to the center of Crighton avenue, thence south on Fairfield avenue to the center of Port Wayne and the Port Wayne Traction Company under date of September 2, 1902, and approved by an ordinance passed by the Common Council of said city on said last mentioned date.

3. Substantive permission and consent are hereby given and granted by the said City to the said traction company, its successors and assigns to construct, maintain and operate tracks of street railroad on the following portions of the streets herinafter named within said City:

(1). On Broadway from the present terminus of its track on said street to a point one hundred and fifty feet south of the double line of the street beginning leading from Broadway street west to the bridge across the St. Marys River at the old Emerald Mill site; and in the event that the Port Wayne, Bluffton and Marion Traction Company shall use said last mentioned street or highway and Broadway street for an entrance into said City to construct and maintain a track on said street or highway leading from Broadway street to said bridge from the corner of Broadway to the west limits of said city connecting the same with the said track on Broadway and with the track of said Port Wayne, Bluffton and Marion Traction Company in order to provide an entrance into said city for said last mentioned company, its successors and assigns.

(2). From the present terminus of its Lewis street line across Patton and Fletcher Avenues in connection with a private right of way to be obtained by said company to the center of Mammoth avenue at a point about 150 feet East of Fletcher avenue, thence East on said Mammoth avenue to the east limits of said city, and on Wabash avenue from the center of Mammoth avenue to Chestnut street, and thence East on Chestnut street to the east limits of the city; but if said traction company shall build its said track East on Mammoth avenue to the east limits of said city, it shall surrender all rights to and shall not be required to build or operate a track on said portion of Wabash avenue and Chestnut street, or to the intersection of Wabash avenue and Pioneer avenue; but if said company shall build a track on said portion of Wabash avenue to its intersection with Pioneer avenue, then it shall surrender and not be required to build its track on that portion of Mammoth avenue East of Wabash avenue; provided, however, that if the said Port Wayne and Bluffton Traction Company shall extend its present Lewis street line to the intersection of Mammoth avenue and the east city limits as above provided, and shall permit the Port Wayne, Port West and Lima Traction Company, its successors and assigns, to use said Lewis street line and not its Washington street street line, for an entrance into said city, and said Port Wayne, Port West and Lima Traction Company shall so accept and use said Lewis street line as an entrance into said city.

then the said Wayne and Nubach Valley Traction Company shall surrender its right to and shall not be required to construct an additional track on Washington street from a point one hundred (100) feet East of Hursey street to Clarence avenue.

(3). On South Wayne avenue from Bryan avenue to the north line of Hutchinson avenue.

(4). On Calhoun street from the center of Portia street to the north line of Marshall avenue. The said traction company shall not be required to operate its street car system thereon until the Port Wayne and Springfield Railway Company's line is completed to and ready to be operated into said city; but the tracks of said Traction Company shall be laid and constructed thereon, above, before said portion of said street is paved, and so as to avoid the necessity of cutting in to or removing any portion of said pavement.

(5). A double track on Lewis street from the east side of Clinton street to the center of Calhoun street and then to merging with its tracks of said Traction Company; provided the Traction Company shall submit to its board of directors a plan of said portion of said street showing the west line of Lewis street and the east line of Calhoun street the width of the pavement and said tracks that may be included within the outer rails of the tracks herein authorized to be laid and for a balance of twelve inches as the outside rails of said tracks. The general width of such pavement shall be determined by the Board of Public Works and the City Engineer.

Together with all the necessary power, switches, side tracks, poles, wires and other necessary appliances to properly operate said street railroad tracks on said several portions of said streets, and to connect the same with the street tracks, poles, wires and other appliances now being operated and maintained in said city by said Traction Company and for the operation of loops at the ends of the several lines of said Traction Company which said Company is able to and here occurs permits to construct and operate such loops, and to that end and for that purpose such tracks, poles, wires and other appliances may cross said streets and any intersecting streets within our boundaries, east of the street on which the lines of said Traction Company are operated; provided, however, that no loop shall be permitted unless same shall be constructed at the end of the line as shown by the Company's franchise; and also to connect the same with the tracks, poles, wires and other appliances of any interurban road authorized by the city to operate over the lines of said Traction Company, together with the right, authority and permission to carry and transport the interurban cars of said Traction Company over and along the other lines and tracks in said City, but the interurban cars of said Company shall not be required to

stop for or carry local passengers within said city, and said company, its successors and assigns, may reserve its interurban cars for the exclusive use of suburban and interurban passengers.

All local interurban cars shall stop for the receipt and discharge of suburban and interurban passengers at four places, to be designated by the Board of Public Works, between the city limits and the Central passenger station of said traction company in said city; but this provision shall not apply to the limited cars of said company which make no regular stops between said city and the City of Huntington.

4. In consideration of the surrender of the right to construct and maintain a street railroad and the removal of the tracks, poles and wires from said portions of Fulton Brackmridge and Baylor streets and Fairfield Avenue as granted by said contract between the said City and the said Brownend, Reed and Miller, paragraphs 10c, 2 and 10 of said contract (being numbered and designated as 430-1-2 C and 430-1-2 K of the revision and compilation of 1901 of the ordinances of said city) be and the same are each hereby, by mutual agreement of said parties renewed, repeated and said to, amended or added, as if more extensive, but the remainder of said contract, except as hereinafter mentioned, shall be and remain in full force and effect.

Said traction company, its successors and assigns, whenever any street or part thereof on which the said traction company, its successors or assigns, has constructed and owns and operates its street car track is brought within the limits of said city and is paved by the said city, shall pave with the same material said in the paving of the remainder of said street the spaces between its rails, including the spaces between its track when there are switches or cross-ties, and twelve inches on the outside of the outside rail of said track and keep and maintain the same at repair and also repair such portions of said street when and as often as the remaining portions of said street are paved by said city. All such paving to be done under and according to the specifications, both as to material and manner as may be provided by the Board of Public Works, under the specifications of the City Rail Engineer, it being understood and agreed, however, that said traction company, its successors and assigns, shall not be required to pave, repair or maintain said portions of said street with any more expensive material or in any different manner than the remaining portions thereof are paved and all poles, wires and accessories upon said street shall be of iron.

5. The following portions of paragraph 1, No 16 of said contract (said paragraph being numbered and designated as 430-1-2 Q in said revision and compilation of ordinances), to wit: It is further, agreed by and between the parties to this contract that the express and mail cars used under this franchise shall be of

the same size and construction of a passenger car except as to the windows and in side finish" shall be and is hereby amended to read as follows:

"It is further agreed by and between the parties to this contract that the expense and civil cars used under this franchise shall be of the same general character, construction and appliances as a passenger car except as to the doors, windows, length and inside finish thereof.

6. It is further agreed that the following clause in paragraph 3 of said contract between said city and the said Townsend, Reed and Miller (being designated 430-1-2-D in said revision and compilation of said ordinance), to wit: "The said parties of the second part, their successors and assigns, must build and maintain at some point along the line of their said railroad within the corporate limits of the city a station for loading and unloading express, baggage and mail," shall be and is hereby amended to read as follows, to wit:—

"The said parties of the second part, their successors and assigns shall maintain at some point along the line of their said railroad within the corporate limits of the city a station for loading and unloading express, baggage and mail until the said Hordyne and Atabash Valley Traction Company, its successors and assigns, shall build, secure and maintain such a station for such purposes along its line of railroad within said city."

"Said Atabash and Atabash Valley Traction Company, for itself its successors and assigns agrees to pay to various persons who may sue and sue and be sued against it and the said Hordyne and Atabash Valley Traction Company on all said portions of said street tracks for and on which the right and authority to maintain and operate a street railroad is hereby surrendered hereby waiving all objections to the paying of such assessments or bonds by reason of the surrender of such rights or the taking up and removal of said street railroad tracks on said portions of said streets; and shall, before the removal of said tracks, poles and wires, file with the said Board of Public Works a bond in the sum of five thousand dollars (\$5000.00) with surety to be approved by said Board, conditioned that the said Company will pay said assessments and bonds, and shall also before the removal of said tracks, poles, wires and other appliances file with the Board of Public Works a like bond in the sum of five thousand dollars (\$5000.00) with surety to be approved by said Board, conditioned that said Company will take up and remove its said tracks, poles, wires and other appliances from said portions of said streets herein mentioned and put and replace said portion of said streets as now upon provided in as good condition as the balance of said streets outside of of said car tracks now are and complete said work within six (6) months from the taking effect of this ordinance to the satisfaction of said Board of Public Works, provided that said company, its

successors and assigns shall put concrete under its ties and track to the depth of six (6) inches upon all streets included in this grant and in grants heretofore given in former franchises whenever such streets are paved.

5. And inasmuch as the City is about to pave Broadway Street from South Avenue to the bridge, said Ft. Wayne and Wabash Valley Traction Company hereby agrees that it will, without delay proceed to lay all additional tracks thereon required by said Company to be laid in advance of the said pavement, and hereby authorizes the Board of Public Works to include in its plans and specifications for said work improvements the portion to be paid and paid for by said Company, its successors and assigns, under the terms of its franchise, and upon the work being let to include the doing of said portion in the contract for the balance of the street.

6. This contract and all the rights, privileges and authorities herein given and granted to said second party, its successors and assigns, are hereby by mutual consent made subject to all the provisions as to the rate of fare and to all the limitations, conditions, agreements and requirements on the part of the Fort Wayne Traction Company mentioned and expressed in said agreement between said City of Fort Wayne and the Ft. Wayne Traction Company under date of August 12th, 1902, and the amendments thereto under date of September 24, 1902, and all amendments to said last mentioned date in amendments of the Common Council of said City except as otherwise herein and hereby altered, modified and changed, and the said stipulations, limitations and agreements therein expressed shall be kept and performed, except as otherwise herein altered, modified and changed by the said Ft. Wayne and Wabash Valley Traction Company, its successors and assigns.

In witness whereof, said parties have hereunto set their hands and seals this 23^d day of May, 1905.

Ft. Wayne and Wabash Valley Traction Company
By Henry C. Paul, Treasurer

City of Fort Wayne,
By J. P. Eggan

Attest: Henry M. Burke,
Clerk.

William A. C. L. L. L.
H. C. L. L. L.

Board of Public Works.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore, to wit on the 23^d day of May, 1905, made and entered into together with the amendments thereto of May 23^d, 1905, between the City of Fort Wayne, through its Board of Public Works and the Fort Wayne

and Mishaw Valley Traction Company, as fully set out in preamble thereto, to and the same is hereby in all things confirmed and approved.
Section 2. This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council chamber of the city of Fort Wayne, Indiana, on the 23^d day of May, 1905.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 23^d day of May, 1905, by a majority vote of all members elect did pass the ordinance hereto attached and known as General Ordinance No. 2114.

John H. Pfeiffer

August M. Schmidt

Recorder

Clerk

Presented to the Mayor for approval on the 7th day of June, 1905.

August M. Schmidt

Clerk

Approved June 16th 1905.

Mayor

Mayor

General Ordinance No. 2115.

This ordinance approving a contract entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne, Bluffton and Marion Traction Company, together with the amendments made thereto of May 23, 1905.

Whereas on the day of May, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city, entered into the following contract and amendments thereto on May 23, 1905:

This agreement made and entered into this 4th day of May, 1905, and as amended this 23^d day of May, 1905, by and between the City of Fort Wayne, Allen County, Indiana hereinafter called "the city", by and through its Board of Public Works and Fort Wayne, Bluffton and Marion Traction Company (hereinafter called "the traction company") party of the second part, witnesseth:

That in consideration of the verbal and mutual covenants and agreements herein contained, it is hereby agreed by and between said parties as follows:

1. Consent, permission and authority to and are hereby granted by the city to the said Fort Wayne, Bluffton and Marion Traction Company, its successors and assigns, to run and operate its cars along, upon and over such of the tracks and lines of the Fort Wayne and Mishaw Valley Traction Company, its successors

and assigne as may be permitted by contract between said companies, and
 shall to afford the cars of said Traction Company, party of the second
 part herein, a suitable and convenient entrance into and through in-
 city and out therefrom to its tracks and lines, without said city,
 and also to reach and use any passenger or freight loop or loops,
 now or hereafter maintained by the said Fort Wayne and Maback
 Valley Traction Company, its successors and assigns, provided,
 however, that if any change or changes be made in the route of
 said loops or either of them, such changed route or routes of
 such loops shall be a part of the route covered by this contract,
 and also to run and operate its cars upon and over the tracks of
 said Adams and Maback Valley Traction Company, its successor
 & assigns on the lines of said last mentioned company running to
 Robinson Park or any other park maintained by said company,
 its successors or assigns, or by the public and to connect by a
 spur the tracks and power of the said Fort Wayne and Maback
 Valley Traction Company with the tracks which said Traction Company,
 party of the second party herein, may provide for the storage of its
 cars of use for depot purposes; also to run and operate its cars on
 the tracks of said Fort Wayne and Maback Valley Traction Company, its
 successors or assigns, by the most direct route by which tracks
 are provided to reach the bars and shops of said Fort Wayne and
 Maback Valley Traction Company, its successors or assigns;
 provided, however, that the acceptance and use of Taylor street by said
 Traction Company, its successors or assigns, as an entrance into
 said city nullifies the said Traction Company's right to use the
 street leading from Broadway to the bridge across the Elkhart
 river and the portion of Broadway from said last mentioned street
 to Taylor street, and the acceptance and use of said street leading
 from the said bridge to Broadway and Broadway as an entrance
 to said city nullifies said Traction Company's right to use said
 Taylor street as an entrance into said city, intending hereby to
 be a single line of entrance into said city. Together with all
 holes, wires, curves and other appliances necessary and convenient
 to successfully operate and connect the same with the tracks, wires
 and other appliances of said Fort Wayne and Maback Valley Traction
 Company.

2. The said Traction Company, party of the second part herein,
 shall charge, for cars, and no more, for a single fare between
 any two points in said city upon its said lines and all ticket
 sold for passage within said city by the Fort Wayne and Maback
 Valley Traction Company shall be return for passage within the cor-
 porate limits of Fort Wayne on the cars of said company, party
 of the second part, but the intermediate cars of said Traction Com-

pany shall not be required to stop for or carry local passengers within said city, and said company, its successors and assigns may reserve its interurban cars for the exclusive use of its interurban passengers. All local interurban cars shall stop for the receipt and discharge of interurban passengers at four places between the city limits and the outmost passenger station of said Traction Company in said city, said four stopping places shall be designated by the Traction Company and approved by the Board of Public Works; but this provision shall not apply to the limited cars of said Traction Company.

3. Said Traction Company, party of the second part, may at all times carry in its passenger cars or in any suitable compartment thereof provided for such purposes, or in any mail, express or freight cars of the same general style and construction as a passenger car, except as to the windows, doors and inside finish and the height of said car, such baggage belonging to its passengers being transported in such cars as is usually allowed to be carried by passengers in cars of steam railroad companies, and also limited stakes mail, merchandise, express and freight matter which can be carried in the kind of cars heretofore described, provided, however, that no live animals of the kind commonly termed live stock shall be carried in any such cars or in any such compartment at any time; and provided further, that all baggage other than hand baggage and express matter shall be delivered at the station or terminal on the passenger loop and all merchandise and freight carried as aforesaid, shall be delivered at the station or terminal located on the freight loop, herein referred to or at the freight station maintained by said party of the second part or said Fort Wayne and Wabash Valley Traction Company, its successors or assigns; and in no case shall any such baggage (other than hand baggage) or any express matter, parcel or merchandise be loaded or unloaded in or upon any of the streets, alleys or avenues or public grounds of said city, except at said stations or terminals; provided, that not more than one car shall be run in any one train at a time, without the consent of the Board of Public Works.

4. The cars to be run and operation by said Traction Company, party of the second part herein, shall be propelled by electric power or other improved power only and not by steam, and said company during the entire period for which this franchise is granted will so far as possible care as to render the public at all times first-class and efficient interurban service and its cars shall be of the best and most improved pattern, style and finish and at all times kept well cleaned, ventilated, heated and provided with comfortable seats for passengers and beated with safe and convenient appliances whether the weather is such that the comfort of the passengers shall require the same; lighted at night with electricity or with some equally efficient light; that all such cars shall be kept in good repair and at all times be painted on the outside so as to present an attractive

appearance, and that each of such cars shall be provided with a pilot and other modern appliances for the safety of its passengers and employees, including a headlight; and each of said cars shall have thereon the name of said Traction Company, party of the second part, its successors or assigns, and the point of its destination in letters of such size that the same can be readily observed and read by persons of ordinary sight.

5. The cars of said company, party of the second part, shall be required to and shall at all times run at the same rate of speed as the cars of said Fort Wayne and Maback Valley Traction Company shall run on said lines and shall not be stopped or permitted to stand on the said railway of said Fort Wayne and Maback Valley Traction Company, its successors or assigns, for the purpose of taking up or off freight or merchandise except on its own spur or at such points of the freight loop as may be designated from time to time and permitted by said Fort Wayne and Maback Valley Traction Company, its successors or assigns, and so as not to interfere with the proper operation of the cars on the railway of said Fort Wayne and Maback Valley Traction Company, its successors or assigns.

6. The said Traction Company, party of the second part, herein, shall be required at all times to run its cars so as not to unnecessarily impede public traffic at the intersection of public streets, alleys, or avenues of said city and its cars when stopped shall be stopped clear of cross streets. The cars of said Traction Company, party of the second part, shall be entitled to the track in all cases as to and whenever any horse, team or vehicle, (except other street cars), shall meet or be overtaken by a car; such horse, team or vehicle, (except other street cars) shall give way to said car; nor shall any person willfully or purposely obstruct or interfere with any of the cars of said Traction Company by driving or stopping or causing to be driven at a slow pace or stopped any horse, team, wagon or other vehicle, in, upon, along, across or near the tracks of said line after being notified by the motor man or the ringing of a bell on said car or otherwise.

7. The said Traction Company, party of the second part, shall conform in all respects to the laws of the State of Indiana, and all laws and ordinances of the city of Fort Wayne, and to all other public authorities relative to the management, operation or control of its cars so far as the same relate to the safety and health of its passengers and the public.

8. It is agreed by and between the parties hereto that one of the principal considerations for this grant is the permission, agreement and undertaking of said Traction Company, party of the second part, to build an interurban railway line from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, and that all the rights and privileges granted herein by said party of the first part to said Traction Company, party of the second part, shall forfeit and terminate and this contract be void and void if the party of the second part shall not have

constructed and in operation such railway from the city of Bluffton, Indiana, to the city of Port Wayne, Indiana, on or before the first day of July, 1906, and on account of the acts of Providence, litigation or unavoidable delays, in which event the Board of Public Works of said city may grant a reasonable extension of time, provided that the same is approved by the Common Council. And provided further, if the Port Wayne, Bluffton and Marion Traction Company, its successors and assigns, shall at any time during the term of this contract, fail or refuse to operate its said cars over the portion of Bayler Street or Broadway Street, accepted by said Traction Company, its successors and assigns, for an entrance into said city within the present or future limits of said city, for a period of three months, then all the rights and privileges herein granted as to said portions of said lines or each and every mentioned street, not so operated, shall be forfeited, and such contract as to such lines or parts thereof be null and void.

9. Said Traction Company hereby agrees to protect and save harmless the said city from all loss and damages of any kind on account of the running or operation of its cars within said city and shall execute the city of Port Wayne a good and sufficient bond in the sum of ten thousand (\$10,000.00) with good and sufficient sureties to be approved by the said Board of Public Works, conditioned that the said Traction Company, party of the second part, shall faithfully carry out and perform each and every agreement herein contained and shall will and truly pay to said city all damages and other sums of money for which under the terms of this contract it may become liable to said city; and said bond shall be renewed from time to time during said period on the demand of the said Board of Public Works of said city, whenever in the opinion of said Board the works or surties on said bond have become insufficient for any reason whatever, or whenever the accumulation of unpaid liabilities against said company in favor of said city renders such renewal necessary in the opinion of said Board. In case the said Traction Company, party of the second part, shall on reasonable demand of said Board fail or refuse to renew such bond or furnish said additional security, then and as may be required, the rights under this contract shall cease and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

10. It is further agreed by and between the parties to this contract that all the rights hereby granted to said party of the second part, its successors and assigns, to run and operate its cars on the line between Port Wayne and Marquette Valley Traction Company, its successors and assigns, in said city shall continue for a period of thirty five years from the taking effect of this contract and all the terms and conditions and covenants of this contract shall be binding and operative for that period on both parties hereto. The said limitation of time is agreed to be one of the chief considerations for the grant hereby made, and the same

parties of the second part, recognizing and consenting that such limitation of their is one of the essential and governing conditions of the contract hereby binds itself, its successors and assigns, that at the expiration of said period it will peacefully yield possession of all parts of the streets and avenues of said city on which its cars are then run, or operated and cease the operation of its said cars and railway on such portions of the streets and avenues of said city, and thence forward will make no claim of any kind to exercise any right whatever under the grant herein made.

Said Traction Company, its successors and assigns, whenever any street or any part thereof on which the said Traction Company, its successors or assigns, has constructed and owns and operates its railroad track in the city within the limits of said city, and is paved by the said city, shall pave with the same material used in the paving of the remainder of said street the spaces between its rails, including the spaces between its track when there are switches or double track, and twelve inches on the outside of the outside rail of said track, and keep and maintain the same in repair and also repair such portions of said street when and as often as the remaining portions of said street are paved by said city. All such paving to be done under and according to the specifications both as to material and manner as may be provided by the Board of Public Works under the specifications of the City Engineer; it being understood and agreed, however, that said Traction Company, its successors and assigns shall not be required to pave or maintain said portions of said street with any more expensive material or in any different manner than the remaining portions thereof paved and so paved and maintained upon such paved streets as shall be required.

In witness whereof, said parties hereunto set their hands and seals this 23^d day of May, 1905.

City of Fort Wayne.

By John Eggmann

Mayor

Attest: Henry M. Becker

By C. Zollinger.

Board of Public Works.

Fort Wayne, Bluffton and Marion Traction Company

By Frank H. Cutschall

President.

Testimony: It is obtained by the Common Council of the City of Fort Wayne, Indiana, that the Contract and Agreement heretofore made and entered into together with the amendments thereto of May 23, 1905, between the City of Fort Wayne, through its Board of Public Works and the Fort Wayne, Bluffton and Marion Traction Company, is fully set out in preamble thereto, be and the same is hereby in all things confirmed and approved.

Section 2. The following shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chamber of the City of Portland, Oregon, on the 22^d day of May, 1905.

I hereby certify that the Council Chamber of the City of Portland, Oregon, at a regular meeting held on the 22^d day of May, 1905, by a majority of its able members, did pass the following ordinance attached and known as Chapter 10, Ordinance No. 244.

John H. Griffin,

President

August H. Schmidt

City Clerk.

Presented to the Mayor for approval on the 4th day of June, 1905.

August H. Schmidt

City Clerk

Approved June 10th, 1905.

Henry L. Knight

Mayor.

Section 2. The following shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chamber of the City of Portland, Oregon, at a regular meeting held on the 22^d day of May, 1905, by a majority of its able members, did pass the following ordinance attached and known as Chapter 10, Ordinance No. 244.

I hereby certify that the Council Chamber of the City of Portland, Oregon, at a regular meeting held on the 22^d day of May, 1905, by a majority of its able members, did pass the following ordinance attached and known as Chapter 10, Ordinance No. 244.

Section 2. The following shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chamber of the City of Portland, Oregon, at a regular meeting held on the 22^d day of May, 1905, by a majority of its able members, did pass the following ordinance attached and known as Chapter 10, Ordinance No. 244.

Section 2. The following shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chamber of the City of Portland, Oregon, at a regular meeting held on the 22^d day of May, 1905, by a majority of its able members, did pass the following ordinance attached and known as Chapter 10, Ordinance No. 244.

Fort Wayne, Indiana, at a regular meeting held on the 11th day of July, 1905,
by vote of all the members elect did pass the ordinance
to wit: *Ordinance No. 246*
Oliver H. Tappan President, August M. Schmidt City Clerk

Mayor for approval on the 18th day of July, 1905
August M. Schmidt

General Ordinance No. 247

Whereas, the contract entered into between the
city of Fort Wayne, Ky. and through its Board of Public Works
and the County Commissioners of Allen County, State of Indiana
in relation to the construction and maintenance of an Isolation
hospital.

Whereas, on August 7, 1905, the Board of Public Works of the
city of Fort Wayne, State of Indiana, in behalf of the city
of Fort Wayne, and the Board of County Commissioners of
Allen County, State of Indiana, entered into the following
agreement and contract:

This agreement entered into this 7th day of August, 1905, by and
between the "County Commissioners of Allen County," party of the
first part, and the city of Fort Wayne, through its Board of
Public Works, party of the second part, witnesseth:

That for the consideration and mutual agreements hereinafter
expressed, party of the first part covenants and agrees to lease
to party of the second part for the period of seventy-nine (79)
years, two acres of land, located in the north west corner of the
S. E. 1/4, S. E. 1/4, Section 16, Tp. 30, Range 12, the same being a part
of the farm west of the city, together with a right of way
twenty feet wide leading north to public highway, for the purpose
of locating thereon an Isolation Hospital in the joint use of
the county and city. In consideration of the aforesaid covenants,
party of the second part covenants and agrees to construct thereon
and at its own expense, an Isolation Hospital according to
plans and specifications approved by the city of Fort Wayne
by and through its Board of Public Works, and party of the
first part.

It is further agreed that upon completion of said ^{Isolation} Hospital
shall be for the joint use of the city and county and under
the joint control of parties of this contract, and to be used

when deemed necessary for the lodgment and treatment of contagious cases upon the terms hereinafter set forth:

It is further agreed that upon completion of said Hospital by said second party, said first party will furnish same at an expense not exceeding one thousand dollars (\$1000.00) and that both parties hereto, will thereafter maintain said building on the basis of one-third by the county, and two-thirds by the city, and will thereafter keep the same furnished, including necessary heat in the operation thereof in the same base, provided, however, if one thousand dollars is not sufficient to furnish same in first instance, the city shall pay the difference in cash.

It is further agreed that there shall be employed continuously in such hospital a man and woman who shall have exclusive charge of the grounds, and buildings under the supervision of parties hereto, and the free use of the grounds for gardening purposes and the expense of their employment outside the care by them given to patients sent there for treatment shall be paid, one-third, by the county and two-thirds by the city.

And it is further agreed that the care, support and medical treatment of persons sent to said hospital by the city for treatment, shall be paid for by the city, and persons sent there by the County or the Health Department thereof, shall be paid for by the County; provided, however, that each party hereto is authorized to admit patients for which it is responsible upon such terms as it may deem proper and right. And it is further agreed that said second party shall enclose land herein described with a substantial fence as well as fences on the right of way leading therefrom to public highway.

Chas. G. Grabel

Joseph Finkel

W. Hiram Hockmeyer

Board of Commissioners of Allen County, Indiana.

Peter Eggeman

William Doehmann

H. C. Zollinger

Board of Public Works.

city of Fort Wayne, that the contract and agreement heretofore, to-wit, on the 7th day of August, 1905, made and entered into between the City of Fort Wayne, through its Board of Public Works and the Board of County Commissioners of Allen County, State of Indiana, as fully set out in preamble hereto, be and the same is hereby well, thrice confirmed and approved.

Section 2: This ordinance to be in full force and effect on and after its passage and approval by Mayor.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 8th day of August, 1905, by a majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance No. 247

John H. Pfeiffer
President.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 11th day of September, 1905.

August M. Schmidt
City Clerk.

Approved September 15th., 1905

Henry C. Berghoff
Mayor

General Ordinance No. 248.

An ordinance regulating the running of automobiles in Public Parks.

Introduced by
E. B. Woodworth

Section 1: Be it enacted by the Common Council of the city of Fort Wayne that persons driving automobiles shall cause the horn or instrument of alarm attached to car, to be vigorously sounded upon entering and rounding curves in all public parks, belonging to the city of Fort Wayne. Any person violating this ordinance shall be fined not to exceed twenty-five dollars (\$25.00) for each offence.

Section 2: This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 8th day of August, 1905, by a majority vote of all the members elect

did pass the ordinance herunto attached and known as
General Ordinance No. 248

John A. Bieffer
President.

August M. Schmidt
City Clerk

Presented to the Mayor for approval on the 11th. day
of September, 1905.

August M. Schmidt
City Clerk

Approved September 15th., 1905

Henry C. Berghoff
Mayor.

General Ordinance No. 249.

An ordinance approving a certain contract and agreement
entered into by and between the Bluffton & Fort Wayne
Traction Company, and the Board of Public Works
in behalf of the city of Fort Wayne, Indiana, on the
7th day of August, 1905.

Whereas on the 7th day of August, 1905, the Board of
Public Works of the City of Fort Wayne, Indiana, on
behalf of the city, entered into the following agreement
and contract, viz:

This agreement, made and entered into this 7th day of
August, 1905, by and between the city of "Fort Wayne,
Allen County, Indiana, (hereinafter called "the City") by
and through its Board of Public Works, (as the
first part, and the Bluffton & Fort Wayne Traction
Company, (hereinafter called "the Traction Company")
party of the second part, witnesseth:

That in consideration of the several and mutual covenants
and agreements herein contained, it is hereby agreed by and
between said parties as follows:

1. Consent, permission and authority be and are hereby granted
by the City of Fort Wayne to the Bluffton & Fort Wayne
Traction Company, its successors or assigns, to run and
operate its cars along, upon and over such of the tracks
and lines of the Fort Wayne & Wabash Valley Traction
Company, its successors and assigns, as may be permitted
by contract between said companies in accordance with
subdivision 1 of section 11 of contract between the City of Fort
Wayne and the Fort Wayne Traction Company, its successors

and assigns, approved by Council September 2nd, 1902, and so as to afford the cars of said Traction Company, party of the second part, herein, a suitable and convenient entrance into and through said city and returning thence to its tracks without said city, and also to reach and use any passenger or freight loop or loops now or hereafter maintained by the said Fort Wayne & Wabash Valley Traction Company, its successors and assigns, provided, however, that if any change or changes be made in the route of said loops or either of them, such changed loop or loops shall be a part of the route covered by this contract, provided, however, that the entrance into said city by said Traction Company shall be over, upon and along such tracks and lines of said Ft. Wayne & Wabash Valley Traction Company, its successors and assigns, as are now located and maintained on Broadway to Main Street and on Main Street from Broadway east to Clinton Street, including the extension of said lines and tracks on said Broadway south to the southern limits of the city, as provided for in section 11, of a contract by and between the said city of Fort Wayne and the said Ft. Wayne Traction Company, its successors and assigns, approved by Common Council on the 2nd day of September, 1902.

Together with all the poles, wires, curves and other appliances necessary and convenient to successfully operate and connect with the tracks, wires and other appliances of said Fort Wayne & Wabash Valley Traction Company.

2. The said Traction Company, party of the second part herein, shall charge five cents, and no more, for a single fare between any two points in said city upon its said lines and all tickets sold for passage within said city by the Fort Wayne & Wabash Valley Traction Company shall be received for passage within the corporate limits of the city of Fort Wayne on the cars of said Company, party of the second part but the interurban cars of said Traction Company shall not be required to stop for or carry local passengers within said city, and said Company, its successors and assigns, may reserve its interurban cars for the exclusive use of its interurban passengers. All local interurban cars shall stop for the receipt and discharge of interurban passengers at four places between the city limits and the central passenger station of said Traction Company in said city, said four stopping places shall be designated by the Traction Company and approved by the Board of Public Works, and

this provision shall not apply to the limited cars of said Traction Company.

3. Said Traction Company, party of the second part, may at all times carry in its passenger cars or in any suitable compartment thereof provided for such purposes, or in any mail, express or freight cars of the same general style and construction as a passenger car except as to the windows, doors and inside finish and the length of said car, such baggage belonging to its passengers being transported in such cars as is usually allowed to be carried by passengers in cars of steam Railroad Companies, and also United States mail, merchandise, express and freight matter which can be carried in the kind of cars hereinbefore described; provided, however, that no live animals of the kind commonly termed live stock shall be carried in any such cars or in any such compartment at any time, and provided further, that all baggage other than hand baggage and express matter shall be delivered at the station or terminal on the passenger loop and all merchandise and freight, carried as aforesaid, shall be delivered at the station or terminal located on the freight loop herein referred to or at the freight station maintained by said party of the second part, or said Port Wayne & Walsh Valley Traction Company, its successors or assigns, and in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded, in or upon any of the streets, alleys or avenues or public grounds of said city, except at said stations or terminals; provided, that not more than one car shall be run in any one train at a time, without the consent of the Board of Public Works.

4. The cars to be run and operated by said Traction Company, party of the second part, herein, shall be propelled by electric power or other improved power only, and not by steam, and said Company during the entire period for which this franchise is granted will so operate its cars as to render the public at all times first-class and efficient in urban service and its cars shall be of the best and most improved pattern, style and finish and at all times

kept well cleaned, ventilated, painted and provided with comfortable seats for passengers and heated with safe and convenient appliances whenever the weather is such that the comfort of the passengers shall require the same, lighted at night with electricity or with some equally efficient light, that all such cars shall be kept in good repair and at all times be painted on the outside, and passenger cars decorated on the inside so as to present an attractive appearance, and be repainted and redecorated from time to time as may be necessary, to retain such appearance, and that each of such cars shall be provided with a pilot and other modern appliances for the safety of its passengers and crew, including a headlight, and each of said cars shall have thereon the name of said Traction Company, party of the second part, its successors or assigns, and the point of its destination in letters of such size that the same can be readily observed and read by persons of ordinary sight.

5 The cars of said Company, party of the second part, shall be required to and shall at all times run at the same rate of speed as the cars of said Fort Wayne & Wabash Valley Traction Company, shall run on said lines and shall not be stopped or permitted to stand on the said railway of said Fort Wayne & Wabash Valley Traction Company, its successors or assigns, for the purpose of taking on or off freight or merchandise, except on its own spur or at such points on the freight line as may be from time to time designated and permitted by said Fort Wayne & Wabash Valley Traction Company, its successors or assigns, and so as not to interfere with the proper operation of the cars on the railway of said Fort Wayne & Wabash Valley Traction Company, its successors or assigns.

6 The said Traction Company, party of the second part, herein, shall be required at all times to run its cars so as not to unnecessarily impede public traffic at the intersection of public street, alley or avenues of said city and its cars when stopped shall be stopped clear of cross streets.

The cars of said Traction Company, party of the second part, shall be entitled to the track in all cases as to, and whenever, any horse, team or vehicle, (except other street cars) shall meet or be overtaken by a car, such horse, team or vehicle (except other street cars) shall give way to said car, nor shall any person willfully or purposely obstruct or interfere with any of the cars of said Traction

Company, by driving or stopping or cause to be driven at a slow pace or stopped any horse, team, wagon or other vehicle in, upon, along, across or near the tracks of said line after being notified by the motorman or the ringing of a bell on said car or otherwise.

7. The said Traction Company, party of the second part, shall conform in all respects to the laws of the State of Indiana, and all laws and ordinances of the city of Fort Wayne and to all other public authorities relative to the management, operation or control of its cars so far as the same relate to the safety and health of its passengers and the public.

8. It is agreed by and between the parties hereto that one of the principal considerations for this grant is the permission, agreement and undertaking of said Traction Company, party of the second part, to build an interurban railway line from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, and that all the rights and privileges granted herein by said party of the first part to said Traction Company, party of the second part, shall forfeit and terminate and this contract become null and void if the party of the second part shall not have constructed and in operation such railway from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, on or before the first day of July, 1906, unless on account of the acts of Providence, litigation or unavoidable delays, in which event the Board of Public Works of said city may grant a reasonable extension of time, provided that the same is approved by the Common Council. And provided further, if the Bluffton & Ft. Wayne Traction Company, its successors and assigns, shall at any time during the term of this contract fail or refuse to operate its said cars over the portion of Broadway street, accepted by said Traction Company, its successors and assigns for an entrance into said city within the present or future limits of said city, for a period of three months, then all rights and privileges herein granted as to said portions of said line on said last mentioned street, not so operated, shall be forfeited, and such contract as to such lines or parts thereof, be null and void.

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said Traction Company, hereby agree to protect and safeharden
the said city from all loss and damage of every kind on
account of the running or operation of its cars within said city
and shall execute to the city of Fort Wayne a good and sufficient
bond in the sum of ten thousand (\$10,000) dollars with good
and sufficient sureties to be approved by the said Board of
Public Works, conditioned that the said Traction Company,
party of the second part, shall faithfully carry out and
perform in and with agreement herein contained and shall
well and truly lay to said city all damages and other sums
of money for which under the terms of this contract it may
become liable to said city, and said bond shall be renewed
from time to time during said period on the demand of the
said Board of Public Works of said city, whenever, in the
opinion of said Board, the surety or sureties on said bond
have become insufficient for any reason whatever, or whenever
the accumulation of unpaid liabilities against said Company,
in favor of said city, under such renewal necessary, in the
opinion of said Board. In case the said Traction Company,
party of the second part, shall on reasonable demand of said
Board fail or refuse to renew such bond or furnish said
additional security, thereon as may be required, the rights
under this contract shall cease and the franchise herein
granted be forfeited, which forfeiture may be enforced in
any court of competent jurisdiction.

10. It is further agreed by and between the parties to this
contract that all the rights hereby granted to said party
of the second part, its successors and assigns, to run and
operate its cars over the said line of said Fort Wayne &
Mabash Valley Traction Company, its successors and assigns,
in said city shall continue for the period of thirty-five
years from the taking effect of this contract and all the
terms, conditions and covenants of this contract shall be
binding and conclusive for that period on both parties
hereto. The said limitation of time is agreed to be one of the
chief considerations for the grant hereby made, and the
said Traction Company, party of the second part, recognizing
and consenting that such limitation of time is one of the
essential and governing conditions of the contract, hereby binds
itself, its successors and assigns that at the expiration of
said period it will peacefully yield possession of all parts
of the streets and avenues in said city on which its cars
are then run or operated and cease the operation of its said
cars and railway on such portions of the streets and

avenue of said city, and thence forward will make no claim of any kind to exercise any right whatever under the grant herein made.

11. Said Traction Company, its successors and assigns, whenever any street or any part thereof is paved by the said Traction Company, its successors or assigns, has constructed and owns and operates its railroad track is brought within the limits of said city, and is paved by the said city, shall pave with the same material used in the paving of the remainder of said street, the spaces between its rails including the spaces between its tracks, where there are switches or double tracks and twelve inches on the outside of the outside rail of said track, and keep and maintain the same in repair and also repair such portions of said street when and as often as the remaining portions of said street are paved by said city. All such paving to be done under and according to the specifications, both as to material and manner as may be provided by the Board of Public Works under the specifications of the city civil engineer, it being understood and agreed, however, that said Traction Company, its successors and assigns, shall not be required to pave, repair or maintain said portions of said street with any more expensive material or in any different manner than the remaining portions thereof are paved, and all holes used and maintained upon such paved streets shall be of iron.

In witness whereof said parties hereto set their hands and seals this 7th day of August, 1905.

City of Fort Wayne
By Peter Eggemann
Wm. Doehmann
H. C. Jollinger
Board of Public Works.

Attest: Henry W. Becker
Clerk

The Bluffton & Fort Wayne Traction Company,
By Louis Hexter
President

Introduced by Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore, to wit, on the day of , 1905, made and entered into by and between the city of Fort Wayne, Indiana, through its Board of Public Works, and the Bluffton & Fort Wayne Traction Company, as fully set

out in preamble hereto, be and the same is hereby in all things confirmed and approved.

Section 2: This ordinance shall take effect, and be in full force from and after its passage and approval by the Mayor.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 8th day of August, 1905, by a majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance No. 249.

John N. Pfeiffer
President.

August W. Schmidt
City Clerk.

Presented to the Mayor for approval on the 11th day of September, 1905

August W. Schmidt
City Clerk.

Approved September 15th, 1905.

Henry C. Burghoff
Mayor.

General Ordinance No 250

An ordinance approving a contract entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne & Wabash Valley Traction Company. Whereas on the 1 day of July, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city entered into the following contract and agreement:

This agreement, made and entered into this day of July, 1905, by and between the city of Fort Wayne, by and through its Board of Public Works, party of the first part, (hereinafter called "the City"), and the Fort Wayne & Wabash Valley Traction Company, a corporation duly organized under the laws of the State of Indiana for the purpose of owning and operating a system of urban and interurban street railroads in and between the cities of Fort Wayne and Logansport in said State and elsewhere, party of the second part, (hereinafter called "the Traction Company"), witnesseth that:

Whereas, the Traction Company has located and is about to construct a new power plant on the plot of ground bounded on the north by Burgess Avenue, on the east by said Ave

Run Avenue, on the south by Elizabeth street and on the west by North Lafayette Street, and is desirous to construct a railroad track connecting its said power plant with the track of the Lake Shore and Michigan Southern Railway and crossing the narrow strip of land owned by the said City on the west side of Spy Run Avenue.

Now, therefore, in consideration of the premises and of the mutual and several covenants and agreements herein contained, it is hereby agreed by, and between said parties hereto as follows:-

1. Consent, authorize and permission are hereby given by the City to said Traction Company to construct, maintain and operate a single track railroad over and across the strip of ground owned by said city and lying along the west side of Spy Run Avenue in the southeast quarter of section thirty-five (35), township thirty-one (31) north, range twelve (12) east, in Allen County, Indiana, the center line of said railroad commencing ten (10) feet south of the northeast corner of Lot number six (6) in Puffer's Addition to the City of Fort Wayne, thence across said strip of ground so owned by said city in a northwesterly direction a distance of one hundred and ten (110) feet to the center line of Spy Run, so that the center line of said railway, if extended eastwardly to Burgess Avenue, would intersect a line drawn parallel with and fifteen (15) feet south of the north line of said Burgess Avenue.
2. The said Traction Company hereby agrees that it will so construct, maintain and operate its said railroad as not to interfere with or in any way affect any of the wells or pipes of the said city, now or hereafter maintained on said strip of ground, and will fully protect and save harmless the said city, from all loss, costs, expenses or damages to said wells or pipes, or on account of the construction, maintenance or operation of said railroad.
3. Said Traction Company further agrees to construct the bridge across Spy Run at said point so as not to obstruct or interfere with the free flow of water in said Spy Run. In witness whereof, said parties have hereunto set their hands and seals the day and year above written.

Fort Wayne & Wabash Valley Traction Company.

By G. D. Emmons

General Manager.

City of Fort Wayne

By Peter Eggemann

Wm. Nickmann

H. C. ...

Section 1: Be it ordained by the Common Council of the city of Fort Wayne, Indiana, that the contract and agreement heretofore made on the day of July, 1905, made and entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne & Western Valley Traction Company, as fully set out in preamble hereto to be and the same is hereby in all things confirmed and approved.

Section 2: This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

Witness my hand, that the Common Council of Fort Wayne, Indiana, at a regular meeting held on the 8th. day of August, 1905, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 250.

John H. Pfeiffer
President.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 11th day of September, 1905.

August M. Schmidt
City Clerk.

Approved September 13th., 1905.

Simon C. Berghoff
Mayor.

General Ordinance No. 251.

An ordinance authorizing the employment of certain officers, clerks, assistants and employees, fixing the compensation, salaries and wages of certain officers, clerks and employees of the city of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when this ordinance shall take effect.

Introduced by
St. A. Wiebe

Section 1: Be it ordained by the Common Council of the

city of Fort Wayne, Indiana, that the officers, clerks, assistants, and employes of the city of Fort Wayne, Indiana, shall respectively receive the compensations, salaries and wages as hereinafter in this ordinance provided.

The employment of such officers, clerks and assistants as are hereinafter named are hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the same and amounts respectively named for such officers, clerks and assistants.

Section 25: Such compensation and salaries of such officers, clerks, assistants and employes shall be as follows: The Mayor of the city of Fort Wayne, Indiana, shall receive a salary at the rate of three thousand dollars per annum.

The City Clerk of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

Each Councilman of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one hundred and fifty dollars per annum.

The Treasurer of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one thousand dollars per annum.

The City Attorney of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The Auditor for the city of Fort Wayne, Indiana, shall receive a salary at the rate of five hundred dollars per annum.

The Comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The Deputy Comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eight hundred dollars per annum.

For the Department of Public Works.

The three members of the Board of Public Works shall each receive a salary at the rate of fifteen hundred dollars per annum.

The Clerk of the Board of Public Works shall receive a salary at the rate of eight hundred dollars per annum.

The stenographer of the city of Fort Wayne shall receive a salary at the rate of fifty-five dollars per month.

The city civil engineer of the city of Fort Wayne,

Indians, shall receive a salary at the rate of two thousand dollars per annum.

The assistant city civil engineer of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eighty-five dollars per month.

The superintendent of streets of the city of Fort Wayne, Indiana, shall receive a salary at the rate of seventy-five dollars per month.

The foreman of street repairs of the city of Fort Wayne, Indiana, shall receive a salary at the rate of sixty dollars per month.

The janitor at the City Building shall receive a salary at the rate of fifty dollars per month.

The assistant janitor at the City Building shall receive a salary at the rate of thirty-five dollars per month.

The superintendent of parks of the city of Fort Wayne, Indiana, shall receive a salary at the rate of seventy dollars per month.

For the Department of Public Safety.

The three members of the Board of Public Safety shall each receive a salary at the rate of four hundred dollars per annum.

The marketmaster of the city of Fort Wayne, Indiana, shall receive a salary at the rate of twenty-five dollars per month.

The city poundmaster of the city of Fort Wayne, Indiana, shall receive a salary at the rate of twelve dollars per month.

The city commissary of the city of Fort Wayne, Indiana, shall receive a salary at the rate of sixty dollars per month.

Employees of the police department shall receive the following salaries:

The Superintendent of Police shall receive a salary at the rate of thirteen hundred and twenty dollars per annum.

The Captain of Police shall receive a salary at the rate of twelve hundred dollars per annum.

The Lieutenant of Police shall receive a salary at the rate of one thousand and twenty dollars per annum.

Two Sergeants of Police shall each receive a salary at the rate of nine hundred dollars per annum.

Two Detectives of Police shall each receive a salary at the rate of nine hundred dollars per annum.

Each patrolman shall receive a salary at the rate of sixty-five dollars per month.

Two patrol drivers shall each receive a salary at the rate of sixty dollars per month.

Two station clerks shall each receive a salary at the rate

of fifty dollars per month.

The electrician shall receive a salary at the rate of forty-five dollars per month.

The humane officer shall receive a salary at the rate of forty dollars per month.

Employer of the fire department shall receive the following salaries:

The chief of the fire force shall receive a salary at the rate of one hundred and twenty-five dollars per month.

Each engineer of the fire force shall receive a salary at the rate of eighty-five dollars per month.

Each captain of the fire force shall receive a salary at the rate of seventy-five dollars per month.

The electrician shall receive a salary at the rate of fifty-five dollars per month.

Each fireman of "Class A" shall receive a salary at the rate of seventy dollars per month.

Each fireman of "Class B" shall receive a salary at the rate of sixty-five dollars per month.

Each fireman of "Class C" shall receive a salary at the rate of fifty-five dollars per month.

The telephone attendant at the Central fire station shall receive a salary at the rate of fifty-five dollars per month.

For the Department of Health and Charities.

The secretary of the Board of Health shall receive a salary at the rate of one thousand dollars per annum.

The commissioners of the Board of Health shall each receive a salary at the rate of one hundred dollars per annum.

The two special sanitary policeman shall each receive a salary at the rate of sixty dollars per month.

The clerk in the health office shall receive a salary at the rate of \$300.00 per annum.

For the City Court of the city of Fort Wayne, Indiana. The city judge of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eighteen hundred dollars per annum.

The bailiff of the City Court of the city of Fort Wayne, Indiana, shall receive a salary at the rate of sixty-five dollars per month.

Section 3: The compensation, salaries and wages enumerated

and recorded for, in the foregoing section of this ordinance shall be paid out of the funds of the City Treasury appropriated and to be appropriated, for such purposes.

Said salaries to be paid at the expiration of each month during the time of service.

Section 4: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5: This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 26th day of September, 1905, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No. 251.

John W. Pfeiffer
President

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 26th day of September, 1905.

August M. Schmidt
City Clerk.

Approved October 19th 1905.

Henry E. Bughoff
Mayor.

General Ordinance No. 252.

"An Ordinance prohibiting the obstruction of streets, alleys, sidewalks and public places within the corporate limits of the city of Fort Wayne, and prohibiting the riding of vehicles and driving of an animal upon, along or across improved sidewalks in said city, and providing penalty for the violation thereof."

Section 1: Be it enacted by the Common Council of the city of Fort Wayne, that it shall be unlawful for any person, company or corporation to wrongfully obstruct any street, alley, sidewalk or public place within the corporate limits of the city of Fort Wayne. That it shall be unlawful for any person to ride any vehicle, or drive any animal upon, along or across any improved sidewalk within the corporate limits of the city of Fort Wayne, except in the necessary act of crossing over

Introduced by
F. J. Baker

a driveway leading across such sidewalk to abutting property.

Section 2: Any person, company or corporation violating any of the provisions of this Act, shall be fined in any sum not exceeding twenty-five dollars (\$25.00).

Section 3: This law to be in full force and effect on and after its passage, approval by Mayor and legal publication.

I hereby certify that the Common Council of the city of Fort Wayne, Ind., at a regular meeting held on the 26th day of September, 1905, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No. 252.

John W. Pfeiffer
President

August W. Schmidt
City Clerk

Presented to the Mayor for approval on the 26th day of September, 1905.

August W. Schmidt
City Clerk.

Approved 1905

1905
Henry C. Berghoff
Mayor.

General Ordinance No. 253.

"An Ordinance regulating the loading and unloading of hides, skins and other merchandise that give off odor."

Introduced by G. A. Sells Section 1: Be it enacted by the Common Council of the city of Fort Wayne, that it shall be unlawful for any person, company or corporation, dealing in hides, furs, skins, bones, and other merchandise, to load or unload in the streets fronting places of business any of such merchandise giving off offensive odor. But such merchandise shall be taken into or out of said business houses from entrance, or alley to rear of said building, or if no alley, only through street entrances when done in a manner inoffensive to the traveling public.

Be it further enacted that it shall be unlawful for

any person, company or corporation to erect signs or
 signs of any kind or store house in cellars or buildings
 within the corporate limits of the city, without
 ventilation being maintained in such a manner as will
 carry off offensive odors emanating therefrom, to a height
 not less than the height of the building occupied.
 Any person violating any provision of this ordinance
 shall be fined not to exceed twenty five dollars (\$25.00).
 Sec. 2. This ordinance to be in full force and effect
 on and after its passage, approval by Mayor and legal
 publication.

I hereby certify that the Common Council of the city of
 Fort Wayne, Indiana, at a regular meeting held on
 the 21st day of September, 1905, by a majority vote
 of all the members elect did pass the ordinance hereunto
 attached and known as General Ordinance No. 253.

John H. Pfeiffer
 President

August M. Schmidt
 City Clerk

Presented to the Mayor for approval on the 26th day
 of September, 1905.

August M. Schmidt
 City Clerk

Approved _____, 1905.

Henry E. Baghoff
 Mayor

General Ordinance No. 254

"An ordinance fixing the tax levy for city purposes for the year 1905
 Section 1: Be it ordained by the Common Council of the city
 of Fort Wayne, Indiana, that a levy of \$1.00 upon each \$100.00
 of assessed valuation of all property within the corporate
 limits of the city of Fort Wayne, Indiana, be made for the year 1905
 That the above levy be divided as follows:

General purposes and interest	\$.84
Sinking fund	.05
Anthony Wayne Monument fund	.00 1/4
Firemen's Pension fund	.01
Police Pension fund	.01
Municipal Electric light fund	.07 1/2
Market house fund	.01 1/4
Total	\$ 1.00

Also that there shall be collected from each male inhabitant liable by law a poll-tax of \$2.00

Section 2: That all taxes shall be collected by semi-annual installments.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

W.D. Nichols.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 21st day of September 1905 by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 254.

John H. Pfeiffer, President, August M. Lehmann, City Clerk

Presented to the Mayor for approval on the 10th day of October, 1905.

August M. Lehmann, City Clerk

John H. Pfeiffer, President

An ordinance regulating the reading of Electric Meters and providing penalties for the violation thereof.

Section 1. Be it Enacted by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, company or corporation, without electrical contract to citizens of the City of Fort Wayne through a meter to read said meters without leaving a copy of the readings with the person charged with the amount of the reading. Any person violating this ordinance shall be fined in any sum not exceeding Twenty Five Dollars (\$25.00).

Section 2: This ordinance to be in full force and effect on and after its passage, legal publication and approval by Mayor.

John H. Pfeiffer.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of October 1905 by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 255.

August M. Lehmann, City Clerk,
John H. Pfeiffer, President.

Presented to the Mayor for approval on the 17th day of October 1905. Aug. M. Lehmann, City Clerk.
Presented to the Mayor on the 10th day of October 1905. John H. Pfeiffer, President.

General Ordinance No. 256.

An ordinance extending the city limits and annexing certain territory to the City of Port Wayne, Indiana.

introduced by
Philip A. Meyer.

Section 1: Be it enacted by the Common Council of the City of Port Wayne, that the territorial limits of the city be and are hereby fixed and extended as follows:

Commencing at the intersection of the center line of the city with the center line of Clark Street; thence south on the center line of Indiana Street to the south line of Clark St. No. 4 of Hughes Addition; thence east on the south line of said Division No. 4 to the east line of Hughes Addition; thence north on the east line of Hughes Addition to the north line of Clark Street; thence west on the center line of Clark Street to the place of beginning.

Be it further enacted that the property included within the lines herein indicated shall hereafter be within the corporate limits of the City of Port Wayne, Indiana, and subject to taxation for city purposes.

Section 2: This ordinance shall be in full force and effect on and after its passage and approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Port Wayne, Indiana, on the 28th day of November, 1905.

Be it further certified, that the Common Council of the City of Port Wayne, Indiana, at a regular meeting, held on the 28th day of November, 1905, by a majority vote of all the members elected, did pass the ordinance hereto attached and known as General Ordinance No. 256.

John W. Pfeiffer
President.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 6th day of December, 1905.

August M. Schmidt
City Clerk.

Approved this 11th day of December 1905.

Henry C. Bergloff
Mayor.

George Washington, D.C., 1875.

I am very glad to hear that you are returning to the city of Washington, and I am sure that you will find it very pleasant.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

Very truly,
George Washington, D.C., 1875.

Wm. H. Smith.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

Wm. H. Smith.

George Washington, D.C., 1875.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

Very truly,
George Washington, D.C., 1875.

I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington. I am sure that you will find it very pleasant to be in the city of Washington, and I am sure that you will find it very pleasant to be in the city of Washington.

Henry C. Berylhoff

General Ordinance No. 261.

Introduced by
H. P. Nichols

An ordinance approving a certain contract and agreement entered into by and between the Toledo and Chicago Suburban Railway Company and the Board of Public Works in behalf of the City of Port Wayne, Indiana, on the 27th day of November, 1905.

Whereas, on the 27th day of November, 1905, the Board of Public Works of the City of Port Wayne, Indiana, on behalf of the City, entered into the following agreement and contract, to-wit:

This agreement made and entered into this 27th day of November, 1905 by and between the City of Port Wayne, Ohio "trusty" Indiana (hereinafter called "the City") by and through its Board of Public Works, for the one part, the first part, and The Toledo and Chicago Suburban Railway Company (hereinafter called "the Suburban Company"), for the other part, and in consideration of the sum of one dollar and no cents, and of the covenants and agreements herein contained, it is hereby agreed and entered into that the said parties do covenant:

1. That, for and in consideration of the sum of one dollar and no cents, the City of Port Wayne to The Toledo and Chicago Suburban Railway Company, its successors and assigns, to run and operate its cars, upon and over such of the tracks and lines of the Toledo and Chicago Suburban Railway Company, its successors and assigns, as may be permitted by contract between said companies in accordance with subdivision — of Section 11 of contract between the City of Port Wayne and the Toledo and Chicago Suburban Railway Company, its successors and assigns, approved by Council September 2nd, 1905, and to afford the cars of said Suburban Company, parts of the same, and the cars, a suitable and convenient entrance, into and through said city, and returning there to its tracks within said city, and also to reach and use any passenger or freight cars or other cars or property maintained by the said City of Port Wayne and the Toledo and Chicago Suburban Company, its successors and assigns; provided, however, that if any change or changes in location of said tracks or lines of the said Toledo and Chicago Suburban Company, its successors and assigns, or any change or changes in the location of said tracks or lines of the said Toledo and Chicago Suburban Company, its successors and assigns, shall be made, such changed location of said tracks or lines of the said Toledo and Chicago Suburban Company, its successors and assigns, shall be covered by this contract; provided, however, that the said Toledo and Chicago Suburban Company, its successors and assigns, shall maintain and keep open and free from obstruction the line of Wells street from Nuffnau street to Superior street, and on Superior street from Wells street north to Calhoun street, and on Calhoun street from Superior street south to Klaine street, including any extension of said line and tracks to the south end of Wells street as provided for in Section 11 of a contract between the said City of Port Wayne and the said Toledo and Chicago Suburban Company, its successors and assigns.

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Company, its successors and assigns approved, however, said city limits
and single stops, etc.

The said city limits, however, shall not be so determined as to
not be convenient to successfully operate and connect with the tracks,
wires and other appliances of the Port Wayne and Michigan Valley
Traction Company.

2. The said Interurban Company, party of the second part herein, shall
have the right to use and as more for a signal for between any two bonds
in said city upon its said lines and all tickets sold for passage
within said city of Port Wayne by the Port Wayne and Michigan Valley
Traction Company shall be valid for passage within the corporate
limits of the city of Port Wayne on the cars of said Company's party of
the second part, but the interurban cars of said Interurban Company
shall not be required to stop for or carry local passengers within said
city and said Company, its successors and assigns, may reserve its
interurban cars for the exclusive use of its interurban passengers.
All local interurban cars shall stop for the receipt and discharge
of interurban passengers at two places between the city limits
and the outside passenger station of said Interurban Company
in said city; said two stopping places shall be designated by the
Interurban Company and approved by the Board of Public Works;
and this provision shall not apply to the limited cars of said
Interurban Company.

3. Said Interurban Company, party of the second part may at
all times carry in its passenger cars or in any suitable com-
partment thereof provided for such purposes, or in any mail, express
or freight car of the same general style and construction as a passenger
car except as to the windows, doors and inside finish and the
amount of said car such baggage belonging to its passengers being
transported in such cars as is usually allowed to be carried by
passengers in cars of steam railroad companies, and also mail,
clubs, mail, merchandise, express and freight matter which can
be carried in the kind of cars hereinafter described, provided, however,
that no live animals of the kind commonly termed live stock shall
be carried in any such cars or in any such compartment at any
time; and provided further, that all baggage other than hand baggage
and express matter shall be delivered at the station or terminal on
the freight loop and all merchandise and freight, except as
aforesaid, shall be delivered at the station or terminal located on
the freight loop herein referred to or at the freight station hereinafter
by said party of the second part or said Port Wayne and Michigan Valley
Traction Company, its successors and assigns; and in no case

9. Said Suburban Company does agree to hold and defend said city from all loss and damages of every kind on account of the running or operation of its cars within the said city, and shall except to the City of Port Wayne a good and sufficient bond in the sum of Ten Thousand Dollars (\$10,000.00) with good and sufficient sureties to be approved by the Board of Public Works conditioned that the said company will keep, during the second part of each month, sufficient cars and persons each and every day, and shall maintain and shall not omit to take care to said city, its damages and other sums of money in which under the terms of this contract it may become liable to said city; and said company shall answer from time to time during said period on the demand of the said Board of Public Works of said city, damages in the opinion of said Board in whole or in part on said cars and persons necessary in consequence of, or in consequence of the accumulation of money and damages against said company in favor of said city under such various provisions in the terms of said Bond. In case said Suburban Company, under the above bond, shall be released, having a claim thereon, and exposure to receive such sum to discharge said obligation, such release as may be required, the rights under the contract shall not be impaired. The grant of a release which a failure may be subject to any kind of fraudulent proceedings.

10. Said Suburban Company, its successors and assigns, do hereby agree that all the rights, debts, claims to said bonds of the second part of the contract and assign to and make over to the said city of Port Wayne, its successors and assigns, in said city, each and every one, the benefit of which shall accrue from the taking effect of this contract and all the terms, conditions and covenants of the contract shall be binding and conclusive so that the said city of Port Wayne, its successors and assigns, at this time is agreed to be the chief consideration in the grant of said bonds and the said Suburban Company, its successors and assigns, do hereby acknowledge and concur that such limitation of time in case of the actual and growing conditions of the contract shall be binding, its successors and assigns, that at the expiration of said period it will be a complete and final provision of all bonds of the contract and assume in said city on which it is agreed that the same are ordered, to cause the operation of its said cars, and running on the tracks of the city, and assume of said city, and to use same with and for the said city and to receive the right to use same under the grant herein made.

11. Said Suburban Company, its successors and assigns, whenever any bond or any part thereof be made by the said Suburban Company,

the necessary and designs, has constructed and crosses and operates its railroad track in, through and along the limits of said city, and is bound to the said city, shall run with the same material used in its carriage, the remainder of said street, to be shown between its rails, including the space between the tracks on which are concrete or gravel tracks and being made up to the extent of the width of the said tracks in deep and maintain the same in repair and also replace curb, footings and street when and as often as the remaining portions of said street are paved by the city. All such paving to be done and so according to the specifications both as to materials and manner, as may be provided by the Board of Public Works under the specifications of the city civil engineer; it being understood and agreed, however, that said Department of Engineering, its successors, and officers shall not be required to pave, repair or maintain said street.

Said street shall only more extensive material, or in any other such manner than the remaining portions thereof, or part and the poles used and maintained upon such street, shall be so.

In witness whereof said parties hereto set their hands and seals this 27th day of November, 1905.

City of Port Wayne.

Ed. Felix Eggemann

City of Port Wayne

H. C. Zollinger

Board of Public Works.

The Toledo and Chicago Suburban Railway Company;

Wm. A. E. Leagoner, President.

Witness: Franklin D. Helshimmer,

Secretary.

Section 1:- Be it ordained by the Common Council of the City of Port Wayne, that the contract and agreement heretofore made and entered into by and between the City of Port Wayne, Indiana, through its Board of Public Works, and the Toledo and Chicago Suburban Railway Company, as fully set out in form hereto, be and the same is hereby in all things confirmed and approved.

Section 2:- This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

H. A. Mietke.

Done at the council chamber of the city of Port Wayne, Indiana, on the 12th day of December, 1905.

We hereby certify, that the common council of the city of Port Wayne, Indiana, at a regular meeting held on the 18th day of December, 1905, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No. 261.

John N. Pfeiffer,
President.

August M. Schmitt
City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1905.

August M. Schmitt
City Clerk.

Approved this day of December, 1905.

General Ordinance No. 262.

Introduced by
Mayor F. B. G.

An ordinance extending the city limits and annexing certain territory to the City of Port Wayne, Indiana.

Section 1:- Be it enacted by the Common Council of the City of Port Wayne, Indiana, that the territorial limits of the city be and are hereby fixed and extended as follows:

beginning at the point of intersection of the center line of North Avenue and the center line of Archer Avenue; thence running in a westerly direction along the center line of North Avenue to the center line of North Avenue, so called; thence East along the center line of the Archer Avenue, so called, until the center line of Archer Avenue reaches to a point one hundred and fifty feet west of the center line of North Clinton Street, so called; thence running in a westerly direction as far as the center line of North Avenue, so called, to a point two feet of North Avenue; thence East to the west bank of the old Canal Feeder, thence southeasterly following the west bank of the Canal Feeder, so called, and the west line of the Canal Feeder Addition to its intersection with the present city limits; thence westerly following the present city limits to the point of beginning.

Be it further enacted, that the territory included within the lines herein indicated shall hereafter be included the corporate limits of the City of Port Wayne, Indiana, and subject to taxation for city purposes.

Section 2:- This ordinance shall be in full force and effect on and after

its passage and its approval by the Mayor and legal publication
"Walker, E. Cook."

Done at the council chamber in the city of Fort Wayne, Ind. on the
12th day of December, 1905.

I hereby certify, that the Common Council of the city of Fort Wayne,
Indiana, at a regular meeting held on the 12th day of December, 1905,
by a majority vote of all councilmen elect, did pass the ordinance
hereto attached and known as General Ordinance No. 263.

Wm. S. Kinder,

President.

August H. Schmitt

City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1905.

August H. Schmitt

City Clerk.

General Ordinance No 263

Enacted by
Councilman

An ordinance requiring the City Clerk to execute
bond to the City of Fort Wayne for the faithful
performance of his duties, and fixing the amount thereof.

Section 1: Be it ordained by the Common Council of the
City of Fort Wayne, that the City Clerk, or, and he is hereby
required to execute to the City of Fort Wayne a bond in the
sum of Five thousand Dollars (\$5000⁰⁰), with good and
sufficient sureties, which bond to be approved by the Mayor
and filed with the Department of Finance.

Section 2:- This ordinance shall take effect, and be in full
force from and after its passage, and approval by the
Mayor of the City of Fort Wayne

Michael Kinder

Done at the Council chamber in the City of Fort Wayne
Indiana, on the 9th day of January, 1906

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We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of January 1906. by a majority vote of all the members elect, did pass the ordinance herewith attached, and known as, General Ordinance No 263

W. C. Schivier
(President)

J. Frank Mangrovan
(City Clerk)

Presented to the Mayor for approval on the 17th day of January 1906

J. Frank Mangrovan
(City Clerk)

Approved this 17th day of January 1906

William J. Brown
(Mayor)

Enacted in Council this 17th day of January 1906

Introduced by
Michael Binder

An ordinance requiring the Secretary or Chief Clerk of the Waterworks Department to execute a bond to the City of Fort Wayne for the faithful performance of his duties, and fixing the amount thereof

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the Secretary or Chief Clerk of the Waterworks Department be and he is hereby required to execute to the City of Fort Wayne a bond in the sum of Twenty Thousand Dollars with sufficient sureties.

Section 2. That the bond provided for by this ordinance be approved by the Mayor and filed with the Department of Finance

Section 3. This ordinance shall be in full force and take effect from and after its passage and approval by the Mayor of the City of Fort Wayne

Michael Binder

Done at the Council Chamber in the City of Fort Wayne Indiana on the 9th day of January 1906

He hereby certify, that the common council of the city of Fort Wayne Indiana at a regular meeting held on the 9th day of January 1906, by a majority vote of all the members elect, did pass the ordinance herunto attached and known as General

W. C. Schuiss
President

J. Frank Menzies
(City Clerk)

Presented to the Mayor for approval on the 17th day of Jan. 1906.

J. Frank Menzies
(City Clerk)

Approved This 17th day of January 1906

William J. Rosey
Mayor

General Ordinance No 265

Enacted by
Charles H. Myers

An ordinance requiring the commissioners and Secretary of the Department of Health and Charities to execute bonds to the City of Fort Wayne for the faithful performance of their duties and fixing the amounts thereof.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That the Secretary of the Department of Health and Charities be, and he is hereby, required to execute to the City of Fort Wayne a bond in the sum of Two Thousand Dollars \$2000.00 with sufficient sureties.

Section 2. That the commissioners of the Department of Health and Charities other than the Secretary, three of each be and they are hereby required to execute to the City of Fort Wayne a bond in the sum of One Thousand Dollars (\$1000.00) with sufficient sureties.

Section 3. That the bonds provided for, and required, by this ordinance are to be approved by the Mayor and filed with the Department of Finance.

Section 4. This ordinance shall take effect, and be in full force, from and after its passage, and approval by the Mayor of the City of Fort Wayne

Wm. H. H. H.

Done at the Council chamber in the City of Fort Wayne, Indiana on the 9th day of January, 1906

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 9th day of January, 1906, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 265

W. C. Schwier
President

J. Frank Menzies
Clerk

Presented to the Mayor for approval on the 17th day of January, 1906

J. Frank Menzies
Clerk

Ordinance No. 10th day of January 1906

W. H. H. H.
Mayor

Section 5. ()

Ordinance
No. 10

An ordinance approving a contract entered into between the City of Fort Wayne through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Co. for the lighting of the streets of the City of Fort Wayne during the year 1906.

Whereas on the 1st day of January, 1906, the Board of Public Works of the City of Fort Wayne, Indiana, on behalf of the City entered into the following agreement and contract:

This agreement made and entered into this first day of January, 1906, by and between the City of Fort Wayne, by and through its Board of Public Works, of the first part and the Fort Wayne and Wabash Valley Traction Co, of the second part, witnesseth that:

Whereas, a certain written agreement was made on

... of ... of ...
 ... of ... the ... of ...
 ... of July 21st 1903.
 with amendments thereto made July 28th 1904 (reference
 to which is hereby made) which was duly approved by
 ordinance, passed by the Common Council of said city
 and last mentioned later by the terms of which contract
 and last mentioned ... Fort and Power Company, agreed
 to rent to said city of Fort Wayne, for the lighting of the
 streets and alleys and public places in said city for and
 during a period of one year from ^{the} date and expiration of said
 contract and ordinance by the Common Council of said city
 there, hundred and twenty four (24) or more electric arc
 lamps at and for the price of seventy Dollars (\$70.00) per
 annum for each electric arc lamp furnished and operated
 by said company, payable and subject to the rebate therein
 provided; and.

Whereas, by section 7 of said contract it is expressly
 provided as follows:-

Said City of Fort Wayne, by this agreement to renew this
 contract for street lighting from year to year on the same
 terms and conditions as provided in Sections 3 and 4 if so
 desired by said first party.

And Whereas, all the rights and privileges and franchises
 under and by virtue of said contract and all the property
 of said Fort Wayne Electric Light and Power Company have
 heretofore been sold assigned and transferred to the said
 Fort Wayne and Wabash Valley Traction Company
 and said company is the same, and said city
 is desirous of renewing said contract for another period
 of one year from the first day of January, 1906 as
 provided in said contract;

Now, Therefore, it is hereby agreed by and between the parties
 hereto, that the said contract for the renting to said city for the
 lighting of the streets, alleys and public places of the arc
 lamps desired and ordered by said city shall be renewed
 for a period of one year from the first day of January 1906
 to the first day of January 1907 on the same terms and
 conditions as provided in Sections 3 and 4 of said contract.
 so entered into between said city and the Fort Wayne
 Electric Light and Power Company,

In Witness Whereof, said parties have hereunto set their hands and seal. This 31st day of January 1906 in duplicate.

Fort Wayne and Mabash Valley Traction Company

By _____

General Manager

City of Fort Wayne Indiana

By Edward J. Lennon

Mayor

Harrie Brown

Board of Public Works

Section 1: Be it ^{enacted} therefore ordained by the Common Council of the City of Fort Wayne Indiana, that the contract and agreement heretofore, to-wit: on the first day of January 1906 made and entered into by and between the City of Fort Wayne Indiana through its Board of Public Works and the Fort Wayne and Mabash Valley Traction Company as fully set out in ^{the} preamble hereto be and the same is hereby in all things approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of January 1906.

We Herby Certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of January 1906 by a majority vote of all the members did did pass the ordinance herunto attached and known as General Ordinance N-211.

Ed. Lennon

President

J. Frank Mangrove

City Clerk

Presented to the Mayor for approval on the 29th day of January 1906

J. Frank Mangrove

City Clerk

Approved this 31st day of January 1906

William J. Rosey

Mayor

Ordinance (Continued) July 26-

Sec. 1. And be it ordained by the Common Council of the city of Fort Wayne, Indiana, That it shall be unlawful for any person firm or company, corporation or association, to display or permit to be displayed by posting or pasting an advertisement, bill, hand-bill or other advertising matter attached by paste tacks, nails, or in any other manner either directly or indirectly, to any sidewalk, telephone pole, telegraph pole, street railway pole, interurban railway pole, electric light pole or public drinking fountain, within the corporate limits of the city of Fort Wayne.

Section 1:- Be it ordained by the Common Council of the city of Fort Wayne; That it shall be unlawful for any person firm company, corporation or association, to display or permit to be displayed by posting or pasting an advertisement, bill, hand-bill or other advertising matter attached by paste tacks, nails, or in any other manner either directly or indirectly, to any sidewalk, telephone pole, telegraph pole, street railway pole, interurban railway pole, electric light pole or public drinking fountain, within the corporate limits of the city of Fort Wayne.

Section 2:- That it shall be unlawful for any person firm company, corporation or association to paint or write or to permit to be painted or written any advertisement, sign or character, upon any sidewalk, telephone pole, telegraph pole, street railway pole, interurban railway pole, electric light pole, or drinking fountain, within the corporate limits of the city of Fort Wayne, Indiana. Provided however, that the owners of such telephone poles, telegraph poles, street railway poles, interurban railway poles and electric light poles may display upon such poles, the sign, "Post no Bills".

Section 3:- That it shall be unlawful for any person firm company, corporation or association within the corporate limits of the city of Fort Wayne, to display or permit to be displayed, any streamer, banner or other sign either for advertising or other purposes, supported by, or attached to any telephone pole, telegraph pole, street railway pole, interurban railway pole or electric light pole; except such signs as are necessary to inform the public where street cars or interurban cars stop to receive passengers or permit passengers to alight.

Section 4:- That it shall be unlawful for any person firm company, corporation or association, holding a franchise granted by the city of Fort Wayne, to permit, or let, either with or without consideration, the use of its telephone poles, telegraph poles, street railway poles, interurban railway

Holes or electric light poles in and along the public streets and alleys of said city, for advertising purposes.

Section 5:- That any person, firm, company, corporation or association violating any of the provisions of this ordinance, shall, upon conviction thereof, be fined in any sum not exceeding One hundred Dollars.

Section 6:- All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 7:- This ordinance to be in full force and effect from and after its passage, approval by the Mayor and the legal publication thereof.

Walter E. Cook

Done at the Council Chamber in the City of Fort Wayne, Indiana, on the 23rd day of January.

We, the Board of City Commissioners of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of January 1906, by a majority vote of all the members & did hereby pass the ordinance herewith attached, and the same as General Ordinance No. 2.

Walter E. Cook
President

Frank W. Mangrove
City Clerk

Presented to the Mayor for approval on the 23rd day of January 1906

Frank W. Mangrove
City Clerk

Approved this 31st day of January 1906

William J. Harrison

General Ordinance No 268

Introduced by: An ordinance extending the city limits and annexing certain territory to the city of Fort Wayne Indiana,

Section 1:- Be it enacted by the common council of the city of Fort Wayne Indiana, that the territorial limits of the city be and are hereby fixed and extended as follows:

beginning at the point of intersection of the east line of the right-of-way of the Lake Shore and Michigan railroad with the present city limits, thence southwest following the said east right-of-way line to its intersection with the south line of section 3, T. 38 N. R. 12 east; thence east along said section line to its intersection with the west bank of the St Marys River. Thence northeast following the meanderings of the St Marys River to its intersection with the present city limits line, thence west along the present city limits to the place of beginning.

Be it further enacted, That the property included within the lines herein indicated shall hereafter be within the corporate limits of the city of Fort Wayne Indiana and subject to taxation for city purposes.

Section 2:- This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication

Walter E. Lewis

Done at the Council Chamber in the city of Fort Wayne Indiana on the 23rd day of January, 1906

We hereby certify, That the common Council of the city of Fort Wayne Indiana at a regular meeting held on the 23rd day of January, 1906, by a majority vote of all the members elect did pass the ordinance herewith attached, and known as General Ordinance No 268.

W C. Schwan
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 29th day of January 1906

J. Frank Mangrove City Clerk

Approved this 31st day of January, 1906

William J. Hasey Mayor

Ordinance No. 267

Introduced by: (116) Cook An ordinance extending the city limits and annexing certain territory to the city of Fort Wayne, Indiana as amended January 23rd 1906

Section 1: Be it enacted, by the Common Council of the city of Fort Wayne, Indiana, that the territorial limits of the city be and are hereby fixed, and extended, as follows:

Commencing at the intersection of the center line of Glasgow Avenue with the intersection of the center line of Mawnee Avenue; thence east along the center line of said Mawnee Avenue to its intersection with the center line of Edsall Avenue, so called; thence south on the center line of Edsall Avenue so called to its intersection with the center line of New Haven Avenue, so called; thence east on the center line of New Haven Avenue so called to its intersection with the center line of Home Street, so called; thence south on the center line of Home Street, so called to its intersection with the center line of Pontiac Street; thence west on the center line of Pontiac Street to its intersection with the north line of the right-of-way of the Findlay, Fort Wayne and Western Railroad; thence northwest following said north right-of-way line to its intersection with the present city limits line; thence following the present city limits line to the place of beginning.

Be it further enacted, that the properties included within the lines herein indicated shall hereafter be within the corporate limits of the city of Fort Wayne, Indiana and subject to taxation for city purposes.

Section 2:- This ordinance shall be in full force and effect on and after its passage and its approval by the mayor and legal publication.

Walter E. Cook

I am at this moment residing in the city of Fort Wayne, Indiana on the 23rd day of January 1906

We hereby certify, That the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 23rd day of January 1906, by a majority vote of all the members elect did pass the ordinance herewith attached and

Known as General Ordinance No 269

W. L. Schuier
President

J. Frank Munzger
City Clerk

Presented to the Mayor for approval on the 29th day of
January 1906.

J. Frank Munzger
City Clerk

Vetored by the Mayor. see the Mayor's communication dated
January 31st 1906

The Ordinance failed to pass over the Mayor's veto by a
vote of two thirds of all Councilman elect on February 13th 1906

General Ordinance No 270

Introduced by
W. L. Schuier

An ordinance approving a contract entered into between the
City of Fort Wayne, through its Board of Public Works and
Fred Heibel.

Whereas on the 13th day of February 1906 the Board of Public
Works of the City of Fort Wayne Indiana on behalf of the City and
Fred Heibel entered into the following contract.

Fort Wayne, Indiana February 13 1906.

This agreement made and entered into this 13th day of
February 1906 by and between the City of Fort Wayne by and
through its Board of Public Works, party of the first part and
Fred Heibel party of the second part. Witnesseth:
That in consideration of the mutual covenants hereinafter
expressed, the party of the second part agrees to drill and
cause to be drilled for the said City said number of wells
not less than three (3) as may be desired by said City
acting by and through its said Board of Public Works
such wells to be eight inches (8) in diameter from top to
bottom, and the best quality of heavy eight inch (8) wrought iron
drive pipe to have nominal weight of not less than twenty
eight pounds (28) per foot. and all pipe used in the drilling
and construction of said wells to be protected by first class
steel shoe to prevent damage while driving to rock and to
enable the pipe to be driven into the rock the proper distance

to insure its being tight so as to shut off any seepage of surface water. Each joint shall be firmly secured together one and one-quarter inches (1 1/4) into the coupling with red lead in each joint, and a vacuum gauge must be used on each well to show the number of feet lift it may have.

And it is further agreed by the party of the second part that he will use the newest and latest improved machinery in drilling any of the above wells and which will enable him to avoid all delay due to breakage and shall provide new tools for drill in such manner as to do away with risks, and sustaining accidents in pushing of the gobs, all the casing must be driven into the bed rock so as to shut off all seepage.

And it is expressly understood and agreed by the party of the second part that if sand runs into the well it will be worthless, and in such case that Board of Public Works is given the expressed power to stop any and all wells unless so drilled and constructed as to prevent the seepage of sand and surface water, and in constructing and drilling of such well the second party agrees to keep employed two teams of laborers, such teams to be kept in making of wells of this size, and must have had practical experience with a few years and must keep constantly drilling at any wells to be so constructed until the sufficient depth as hereinafter designated shall be attained.

And it is further agreed that the party of the second part that each well after the completion thereof as herein provided must be pumped until it is clean and free from dirtiness, and after the well is so cleaned and freed from dirtiness by the party of the second part it must be left to stand at least fifteen minutes to show whether or not it is in a perfect condition, and properly drilled and whether or not it leaks. If the same leaks said Board of Public Works is hereby expressly given and reserves the power to refuse to accept same, and if it cannot be made tight, any loss by reason of expense of material or labor in construction of any such well, shall be the loss of second party.

And it is further agreed by the party of the second part that all wells to be constructed by him under this agreement are and to be located at such places as may be designated by the said Board of Public Works.

And it is hereby further agreed by the party of the second part that he will cause to be drilled and constructed any number of wells not less than three in the manner, and of the material and by kind of laborers above specified and described, and will

begin work, drilling and construction of three of said wells not later than the 19th day of February, 1906, and the said three wells are to be completed and ready for acceptance and in good working order within thirty days from that time, and any and all further wells that said Board of Public Works may desire to be constructed and drilled under this contract. Shall be completed and ready for acceptance and in good working order within thirty days from such time as the said Board of Public Works may notify said party of the second part to cause the same to be drilled and constructed, and said second party agrees to commence the drilling and construction of said wells within ten days from the time that he may be so requested to do by the said Board of Public Works. All wells constructed by the party of the second part under this agreement shall be of said depth as may be designated by the said Board of Public Works not less than one hundred feet (100) nor more than three hundred feet (300) and in case said Board of Public Works may deem it necessary to suspend operations on the construction of any one or more of said wells for the purpose of making tests as to the capacity thereof. The said second party agrees to cause said test to be made and to furnish all necessary suitable testing apparatus to make any such test as may be so deemed necessary by the said Board and said second party agrees to make such test and to furnish such apparatus at his expense.

And it is further agreed by the said second party that he will furnish all necessary suitable fuel, water, material, labor, machinery and other apparatus in the successful drilling of said wells.

And it is further understood and agreed by the parties hereto that said city shall pay to said party of the second part for each of the wells to be so constructed under this contract, and which shall be accepted by the said Board of Public Works the sum of \$1 ⁴⁵/₁₀₀ for each foot thereof from the top of the ground to the bottom of said well, and said second party agrees to accept said sum in full payment of all work and labor performed and material furnished in the construction and drilling of said wells as provided in this contract. Said payment to be made to the party of the second part within thirty days from the time of the completion of all of such wells and the acceptance thereof by the said Board of Public Works.

And it is further agreed by and between parties hereto that in case it becomes necessary at any time to grant

the party of the second part, an extension of time in the completion of any wall or walls under this contract, said Board of Public Works, may in its discretion grant such extension of time as it may deem proper and this contract shall not be binding upon the party of the first part until said party of the second part has executed and delivered to said Board of Public Works a bond payable to the city of Fort Wayne in the sum of one thousand dollars (\$1,000.00) with sufficient surety to be approved by the said Board of Public Works, conditioned for a careful and faithful performance of all the terms and conditions of this agreement by said party of the second part

witness our hands and seal

Board of Public Works

{ Edward J. Thomas
Henry Schwartz
George B. Brown

Frederick C. Seal

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 13th day of February 1906 made and entered into by the City of Fort Wayne by and through its Board of Public Works and Fred Weibel as is fully set out in the preamble hereto be and it is hereby, as all things are, made and delivered.

Section 2. That this ordinance be in full force, and take effect from and after its passage and approval by the Mayor

William O. Bauer

Done at the Common Council in the City of Fort Wayne Indiana on the 13th day of February 1906

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of February 1906 by a majority vote of all ^{the} members elect, did pass this ordinance herewith attached and known as General Ordinance No 270

H. C. Schriver

President

J. Frank Wm. Morgan

City Clerk

Presented to the Mayor for approval on the 19th day of February 1906

J. Frank Wm. Morgan

City Clerk

Approved this 21st day of February 1906

William J. Hoar

Mayor

General Ordinance No 271

An ordinance declaring it unlawful to permit Prostitutes to loiter in saloons and providing a penalty, and forfeiture of license, for its violation.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That it shall be unlawful for any person or persons owning or keeping a saloon or other place where intoxicating liquors are sold, bartended, or given away, within the limits of said city, or within four miles of the corporate limits, ~~thereof~~ to permit, suffer, or allow any woman of unchaste character for the purpose of soliciting prostitution, or any prostitute to be or loiter in said saloon or other place, or upon the premises adjacent to said saloon or other place is situated.

Section 2. That for the violation of any of the provisions of this ordinance by any person or persons the Mayor of said city may in his discretion revoke or suspend the city license under which said saloon or other place is being conducted.

Section 3:- That any person or persons violating any of the provisions of this ordinance shall, on conviction, be fined in any sum not exceeding Fifty Dollars.

Section 4:- This ordinance shall be in full force and take effect, from and after its passage, approval by the Mayor and publication once each week for two consecutive weeks in a newspaper of general circulation printed and published in said city.

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 13th day of February, 1906.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of February, 1906, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 271.

N. C. Schuivier

President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 19th day of February 1906

J. Frank Mungovan
City Clerk

Approved this 21st day of February 1906

William J. Hosey
Mayor

General Ordinance No. 279

Introduced by W. Schwin
An ordinance providing for the licensing of mitescope parlors, penny arcades or similar places of amusement and amended. February 27th 1906.

Section 1: No person, firm or corporation shall keep within the city of Fort Wayne any public room, place or establishment commonly known as mitescope parlor, penny arcade, or any similar place of entertainment unless such person, firm, or corporation shall have first procured a license therefor as hereinafter provided.

Section 2:- Any person, firm or corporation desiring to keep or conduct what is commonly known as a mitescope parlor, penny arcade or similar places of amusement for entertainment shall make a written application for a license therefor to the City Comptroller which application shall contain the name of the applicant, the location of the proposed room, place, or establishment, and the nature of the business proposed to be conducted.

Section 3:- When the sum of money with the foregoing return and payment to the City Treasurer of the following license fee for Fifth's place (\$50.00) for one year, Third's place (\$31.00) for one month, First's place (\$50.00) for one week, or First's place (\$30.00) for one day, and upon delivery of the receipt of said Treasurer for the same, the City Comptroller shall issue to such applicant a license to operate such mitescope parlor, penny arcade or other similar place of entertainment for said length of time.

Section 4:- Every such license when granted shall contain a description of the room or rooms, or place or establishment where the business thereby licensed is to be carried on shall be personal to the licensee and not transferable, shall only be good at the location therein specified and shall be posted in a conspicuous place in the establishment thereby licensed.

Section 5:- Any person, firm or corporation violating or refusing to comply with any of the provisions of this ordinance or conducting the business aforesaid without a license, shall upon conviction thereof, be fined not less than Ten Dollars (\$10.00) nor more than Fifty Dollars (\$50.00) for each and every offense.

Section 6: Any license which may be granted under the provisions of this ordinance may be revoked at any time by the Mayor at his option.

Section 7: This ordinance shall be in full force and effect, from and after its passage and approval by the Mayor and legal publication.

Attestation

I, the County Clerk in the City of Fort Wayne Indiana on the 2nd day of February 1906

do hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of February 1906 by a majority vote of all the members elect, did pass the ordinance herewith attached and known as License Ordinance No 272

H. B. Schriber

(President)

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 5th day of March 1906

J. Frank Mangrove

City Clerk

Observed this 10th day of March 1906

William J. Foley

Mayor

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L. & O. Ordinance No 273

Introduced by
W. C. Schivier

An ordinance prohibiting the emission of dense smoke as amended, March 13th 1906

Section 1st The emission of dense smoke within the city from the smoke stack or chimney of any building or premises, excepting for a period of fifteen minutes in any one hour during which the fire box is being cleaned out, or a new fire being built therein is hereby declared a nuisance and may be summarily abated by the board of Public works. Such abatement may be in addition to the fine hereinafter provided.

Section 2nd Any person or persons or corporation owning, operating or in charge or control of any building or premises who shall cause or permit the emission of dense smoke within the city from the smoke stack or chimney of any building or premises so owned, controlled or in charge of him, her, or them, except for a period of fifteen minutes in any one hour during which the fire box is being cleaned out, or a new fire being built therein shall be deemed guilty of a violation of this ordinance and upon conviction thereof shall be fined not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00) for each offense, and each day of such emission of dense smoke shall constitute a separate offense.

Section 3, This ordinance shall be in force and take effect from and after January 1st 1907 and after approval by the Mayor and legal publication

signed W. C. Schivier,

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 13th day of March 1906

We hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 13th day of March 1906 by a majority vote of all the members elect did pass this ordinance hereto attached and known as L. & O. Ordinance No 273

W. C. Schivier, President.

I Frank Mungovan, City Clerk.

Presented to the Mayor for approval on the 17th day of March 1906

I Frank Mungovan City Clerk

Approved this 27th day of March 1906

William J. Rosey,

General Ordinance No. 274

Resolved by the Board of Public Works, in and to the improvement of Wallace Street, from the east property line of John Street to the west property line of Smith Street by grading and paving the same.

Whereas the Board of Public Works on the 12th day of February 1906 the Board of Public Works duly adopted a resolution deeming it necessary to improve Wallace Street, from the east property line of John Street to the west property line of Smith Street by grading and paving the roadway, to a width of 30 feet with Sheet Lake Asphalt upon a 2nd in Portland cement concrete foundation, by placing a marginal finish at all street and alley intersections, curbing with new curb stone and low iron street iron, of all connecting street and alleys, the cost thereof to be assessed upon the real estate abutting on said Wallace Street above described, and

Whereas on the same day of March 1906 such resolution was by said Board of Public Works duly and in all things, confirmed, and within ten days thereafter, namely, March 16th 1906 the resident inhabitants of said East of Wallace Street above described, filed with said Board of Public Works a remonstrance signed by them, against the making of such improvement thereon.

Section 1: Be it ordained by the common council of the City of Fort Wayne, that, a necessity existing therefor, Wallace Street, from the East property line of John Street, to the west property line of Smith Street, be and the same is hereby ordered improved by grading and paving the roadway thereof to a width of thirty feet with Sheet Lake Asphalt upon a six inch Portland cement concrete foundation by placing a marginal finish at all street and alley intersections, curbing with new curb stone and paving the wings of all connecting streets and alleys, and the said Board of Public Works are hereby authorized and directed to cause said improvement to be made in accordance with the resolutions so adopted by it as set forth in the preamble hereto, and in accordance with the provisions of an act entitled an act concerning Municipal Corporations, passed by the general assembly of the State of Indiana, at the sixty fourth regular session thereof.

Section 2: That this ordinance take effect and be in full force from and after its passage and approval by the Mayor

1433
None of the Board of Education in the City of Fort Wayne.
Indiana on the 20th day of March 1906

We hereby certify that the Common Council of the City of Fort
Wayne Indiana at a regular meeting held on the 20th day of
March 1906 by a majority vote of all the members present
did pass this ordinance herewith attached and known as
General Ordinance No 274

H. C. Schwin
President

J. Frank Mangum as
City Clerk

Presented to the Mayor for approval on the 2nd day of April 1906

J. Frank Mangum
City Clerk

Attest this 10th day of April 1906

William J. Henry
Mayor

City of Fort Wayne to 275

Consolidation, ratification and confirming a Contract entered into on the 24th day of March, 1906, by and between the City of Fort Wayne, Indiana, its Board of Public Works, and the Fort Wayne and South Bend Air Line Traction Company, authorizing the latter to enter the lists of Fort Wayne on the tracks of the Fort Wayne and South Bend Air Line Traction Company, and fixing the time when the same shall be in force and effect as amended April 10th 1906.

Whereas, on the 24th day of March, 1906, the City of Fort Wayne through its Board of Public Works, entered into a contract with the Fort Wayne and South Bend Air Line Traction Company, which contract is in the words and figures following, to-wit:

"An agreement, made and entered into this 27th day of March 1906, by and between the City of Fort Wayne, Allen County, Indiana, through its Board of Public Works, and the Fort Wayne and South Bend Air Line Traction Company, witnesses:

That on consideration of the several and mutual covenants therein contained, it is hereby agreed by and between the parties hereto as follows:

1. For convenience, the City of Fort Wayne, Allen County, Indiana, shall hereinafter be designated by either the words "first party," or the words "said City," the Fort Wayne and South Bend Air Line Traction Company, its successors and assigns, will hereinafter be comprehended in and designated by the words "second party" and the Fort Wayne and South Bend Air Line Traction Company, its successors and assigns, will be hereinafter be comprehended in and designated by the words "said Traction Company."

2. Consent, permission and authority be and hereby are granted by the first party to the second party to conduct, run and operate its cars along, upon, and over one of the following lines of said Traction Company: entering the City on the line of said Traction Company on Huffman Street at Jones Street, thence on Huffman Street to Wells Street thence to Superior Street, thence to Callahan Street, thence to Main Street, and thence to Clinton Street; or entering the City on the line of said Traction Company on the West end of Main Street thence to Clinton Street thence from the route selected on Clinton Street

or the loop of said Traction Company, and to the point where such loop intersects the route selected, so as to afford the car of the second party one suitable and convenient entrance into and through said city, and returning thence on the route selected to its line without the limits of said city, and also to reach and receive any passenger or freight loop or loops now or hereafter maintained by said Traction Company, and no other such change or changes shall be made in the route of said loops or any of them, such changed route or routes of such loops or loops shall become and be a part of the route covered by this contract: also to connect by spur the tracks and power of said Traction Company with any tracks which the second party may provide for the storage of its cars or use for deposit purposes; also to construct, run and operate its cars over the tracks of said Traction Company by the most direct route by which tracks are provided to reach the barns and shops of said Traction Company.

3. The limited cars of the second party shall not be required to take or carry local passengers within the limits of said city, all local passengers shall be taken care of by the street and drainage of passengers at 5 places between the limits of said city and the street passenger station within said city, said stations shall be designated by the second party and approved by the Board of Public Works; second party shall receive five cents and no more, for a single fare between any two points in said city upon the line so selected, and all tickets sold for passage in said city by said Traction Company shall be received for passage within the limits of said city on the cars of second party.

4. Said second party may at all times carry in its passenger cars or suitable compartments thereof, provided for such purpose or in any mail, express or freight car of the same general style and construction as a passenger car, except as to the windows, doors, inside finish, and finish thereof, such baggage belonging to its passengers as is usually allowed to be carried by passengers on steam railroads, and also the United States mail, express matter, and freight matter which can be carried in the kind of cars hereinbefore described; provided, however that no live animals of the kind commonly called live stock, shall be carried in any such cars or any compartment thereof; and provided further, that all baggage other than hand baggage and express matter shall be delivered at the station or terminal on the passenger

goods, and all merchandise and freight carried as aforesaid, shall be delivered at the station or terminal located on the freight loop herein before referred to and maintained by said Traction Company or by the second party; and in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded on or upon any of the streets, alleys, avenues or public grounds of said city, except at such stations or terminals; provided, that not more than one car shall operate on any one train without the consent of the Board of Public Works.

5. The cars of the second party shall be propelled by electricity or other improved power and not by steam, and during the entire life of this grant shall be so operated as to render the public at all times prompt and efficient interurban service. They are to be of the most improved pattern, style and finish and shall at all times be kept clean, well ventilated, provided with comfortable seats for passengers efficiently lighted and heated at all times and when the state of the weather renders the same essential to the comfort of the passengers, such cars shall be painted on the outside, and the passenger cars decorated on the inside and repainted and redecorated from time to time and kept in a good state of repair, so as at all times to present a neat and attractive appearance. Each car shall be equipped with a pilot and headlight and the other modern devices for the safety of passengers and employees, and each car shall have thereon a sign in printed letters for day service, and illuminated letters for night service or both in combination indicating the route and destination of such car. such sign shall be of such size and shall be maintained in such conspicuous position, that the same may be readily discerned and read by people of ordinary sight; provided however that such headlight shall be provided with a ground glass screen for use within the limits of said city.

6. Within the limits of said city, the cars of the second party shall at all times be required to be and shall be operated at the same rate of speed as that at which the cars of said Traction Company shall be operated on the same lines, and shall not be stopped or permitted to stand on the lines of said Traction Company for the purpose of taking on or off merchandise, except at such points on the freight loop as may be agreed upon by said Traction Company, the purpose hereof being to avoid unnecessary interference with the

operation of said Traction Company's cars on its said line.

7. The second party shall be bound to use due care, that its cars are not unnecessarily impeded in their traffic at intersections of the public streets, and in or around of said city, and shall not, except to avoid accident, stop the cars on any cross street. Whenever any horse, team or vehicle except other with mule or street car, shall be found or overtaken by any car of the second party, the driver of such horse, team or vehicle shall yield the right of way to such car, nor shall any person willfully obstruct or interfere with any car of the second party by stopping or driving, or causing to be driven, at a slow pace, any horse, team, wagon, or other vehicle, on, along, across or near the tracks on which such car is being operated, after being notified by the motorman, by the ringing of a bell or otherwise, of the approach of such car.

8. It shall be the duty of the second party in all respects to the laws of the State of Indiana, and laws and ordinances of said city, to conform to or to hereafter become in force, and of all other proper public authority with reference to the management, operation and control of its cars in so far as the same shall concern the public safety, of its operation, and the public.

9. If the second party's street or any part thereof on which the second party shall be bound to operate its intermediate line of railway is brought within the limits of said city and shall be paved by said city, the second party shall pave, with the same kind of material used in paving the remainder of the street, the spaces between its rails including the spaces between its tracks where there are double tracks or switches, the ties or sleepers on the outside of the outside rail of its tracks, and repair the same whenever and as often as the remaining portions of said street are paved by said city, and keep and maintain the same in repair. Such paving shall be done, both as to material and manner, according to plans provided by the Board of Public Works and under specifications furnished by the City Engineer of said city in pursuance of such plans; it being understood and agreed, however, that the second party shall not be required to pave, repair or maintain such portions of said street with any more expensive material nor in a different manner than that with and in which the remaining portions of said street are paved and maintained; and it is further agreed that all poles used and maintained upon such

... ..

10. This contract is made between the parties hereto that one of the principal considerations of the grant hereunder is the agreement and undertaking by the second party to have built, equipped and operated a continuous line of interurban railway from the city of South Bend, Indiana, to the city of Fort Wayne, Indiana, on or before the 1st day of January, 1908, and failure on the part of the second party to have such continuous line of interurban railway constructed, equipped and in operation between said cities within said period shall operate to terminate and forfeit all rights in the second party hereunder and under the grant herein made and void, unless such failure shall be due to acts of providence, litigation or unavoidable delay, in which event the Board of Public Works of said city may grant an extension of time, provided that such extension of time shall be subject to the terms hereof. In the event that after said line shall be constructed, equipped and in operation for a period of six months, as hereinafter provided, the second party shall, thereafter and within the terms of this contract, neglect or refuse to operate at least one car each hour from the city of South Bend, Indiana to the city of Fort Wayne, Indiana between the hours of six o'clock A.M. and 11 o'clock P.M., and for any portion of any line secured and accepted by it as an entrance to said city unless by accident or unavoidable delay or acts of providence it becomes impossible so to do, then all right granted hereunder shall terminate and be forfeited, and this contract shall be null and void.

11. Said second party hereby agrees to at all times defend and save harmless and indemnify said city from any and all damages, lawful claims, demands, costs and expense caused by any injury to any person or property produced by or growing out of the construction, improvement, maintenance and operation by the second party of its cars under the right and privileges herein granted, and will save and agree to save said city harmless and indemnify it from any and all damages to persons or property growing out of exercising by the second party of the right, power and privileges herein granted or from the enjoyment by the second party of the same or out of any failure by the second party to perform any of the duties herein imposed, and the second party shall upon request of said city defend at its own expense any and all actions that may be instituted against said city to recover any of the damages above specified either in its own name or in the

name of said city, and will pay any judgment, with all costs, that may be rendered, as well said city as any action and will hold said city harmless therefor and said second party shall, before any case is decided, post bonds, as bond in the sum of ten thousand (\$10,000.00) dollars, and to sufficient security to be approved by the municipal Board of Public Works, payable to the City of Fort Wayne, as condition for the further performance by said second party of the provisions of this section of this court act, and shall from time to time answer the same expenses incurred by the said Board as to do.

12. This further agreed by the parties hereto that all the rights, powers and privileges granted hereunder to the second party to conduct, run and operate its cars on, along and over the said lines of said traction company in said city shall continue and be in force until September 9, 1931, that is, the time of the expiration of the franchise of said traction company, and all the terms, conditions and covenants of this contract shall be binding and conclusive for that period on both parties hereto. The second party recognizes and agrees that said limitation of time is a chief consideration for and an essential and necessary condition of this contract, and hereby binds itself, its successors and assigns that at the expiration of said period, it will peacefully yield possession of all parts of the streets, avenues and public ways in said city on which its cars are then run or operated and cease the operation of its cars on such streets, avenues and other public ways and thenceforth will make no claim of any kind to exercise any right whether under the grant hereunder made.

In witness whereof, said parties have signed their names and seals this 24th day of March 1906.

City of Fort Wayne, Ind.

E. J. Simonson
Henry Schnaaber
James D. Jones

Board of Public Works

Attest
J. H. Becker

The Ft. Wayne & South Bend Air Line Traction Company
By: Reuf. F. Shively, President

Section 1 Be it enacted by the Common Council of the City of Fort Wayne, That the contract heretofore made and entered into on the 27th day of March 1906, together with all amendments thereto on April the 10th 1906, By and between the City of Fort Wayne, the Public Board of Public Works and the Fort Wayne and Cleveland Electric Traction Company, its successors and assigns, as fully set out in the foregoing recitals hereunto, be and the same be hereby in all things confirmed and approved.

Section 2: The ordinance shall take effect and be in full force and operative from and after the date of its passage by the Mayor

William A. Wagner.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 10th day of March 1906.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of April 1906, by a majority vote of all the members present did pass the ordinance herewith attached and known as General Ordinance No 275.

William L. Schriver
President

J. Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 14th day of April 1906

J. Frank Mangovan
City Clerk

Adopted This 16th day of April 1906

William J. Hossey,
Mayor

21st of July 1906

I, the undersigned, in and through its Board of Public Works, and the United States Cast Iron Pipe and Foundry Company,

has on the 3rd day of April, 1906 The Board of Public Works of the City of Fort Wayne, Indiana, on behalf of the City and the United States Cast Iron Pipe and Foundry Company by its Manager A. J. Goodhue and its Assistant Secretary T. H. Johnson, entered into the following contract.

This agreement made by and between the City of Fort Wayne, Indiana, of the first part, by and through its Board of Public Works and the United States Cast Iron and Foundry Company, party of the second part. Whereas,

The City of the first part agrees and hereby binds itself to pay, and the party of the second part agrees to sell and deliver to the City of the first part the cast iron pipe and special castings herein specified to the City, and its successors, with the terms and conditions specified below. The purchase of such cast iron pipe and special castings to be subject to inspection by the engineer, and in case of accident or loss in transit for which the United States Cast Iron and Foundry Company is not responsible.

The pipe and special castings hereby purchased shall be of the quantity, quality, weight, price, the place of delivery, and the payment and securities.

Quantities, Weight and Price.

Amount of Pipe.	Size of Pipe.	Wt. lbs. per foot.	Wt. lbs. per length.	Price per Foot.
5500 ft	12 inch	82	984	\$ 28.
800 "	8 "	47	564	" "
2000 "	6 "	34	408	" "

Special castings at the price of 2 7/8¢ per pound as follows: One "T" 8 x 6 in. - One "T" 16 x 12 in. - One "T" 12 x 6 in. - and One "T" 12 x 12 in. One flange 12 x 12 in. and nine crosses 12 x 6 in. - One Reducer 16 to 8 in. - One Reducer 8 to 6 in. - Two Reducers 12 to 10 in. and Two Reducers 12 to 8 in. and eight 6 in. flanges.

Payment and Securities.

One half of the total costs to be paid by said first party to second party within (30) days from the billing of this order and the balance to be paid during the month of July 1906 and the security

for the use of the City of New York

Specification of Pipe.

Shape of Section. The pipe shall be uniform in section within
tolerance of $\frac{1}{16}$ inch and its surfaces shall be smooth and free from
eccentricity of which shall exceed one-eighth of an inch at
either the bell or spigot end, or at any point throughout its length.

Sub. Spigot and Lead Room. The seat or shoulder in the
sub. end of the pipe shall be straight and true so
as to form a smooth joint. All pipe shall have a space of
lead joint not less than $\frac{1}{16}$ of an inch nor more than $\frac{3}{16}$
of an inch uniformly all around.

Length. The pipe shall be of such length exclusive of bell and
lead joint part in each section.

Method of Manufacture. All pipe shall be cast vertical
and shall be made in such molding sand or loam as to leave
its surfaces in proper condition to receive the coal tar coating.
Flasks of all pipes shall be allowed to remain in position
long enough to prevent unequal contraction.

Cleaning and Coating. All pipe and specials shall be dried
and made thoroughly clean and free from lumps, without
the use of any injurious liquid. After being properly cleaned
every pipe and special shall be carefully coated inside and
outside with coal tar pitch. The coating shall be dipped
afterward heated in. The coal tar pitch shall be made from
coal tar distilled until the naptha is entirely removed
it shall have about the consistency of wax when cold and no
pitch which becomes brittle when cold will be satisfactory.
The pipe shall be heated in a suitable oven to the temperature
of 300 degrees Fahrenheit, and then dipped in the tar pitch
heated to an equal temperature, and allowed to remain
therein a sufficient time to become thoroughly coated. The
coating must harden and adhere firmly to the pipe when
cold, and show no tendency to crack or scale off.

Testing. When dry and cold after coating the pipe shall be
subject to a hydrostatic pressure of 300 pounds to the square inch
which shall be maintained while the pipe is repeatedly struck
from end to end with a suitable proving hammer. Any pipe which

any defects or leakage, sweating or otherwise shall be provided first party respected.

Certification. The second party shall furnish a certificate of test with the shipment of pipe and specials, which certificate shall state under oath that the pipe and specials, having been manufactured and tested strictly in accordance with

Special Castings. The special castings shall be of the same material as the pipe with which they are to be used. The outside and inside surfaces through any right section shall be concentric with no imperfections or contractions. The test as to the flow of water through them and the cleaning and coating of the specials shall be done in the same manner as herein provided for straight pipe.

Test of Pipe and Variation in Weight. The pipe from which the pipe and castings shall be made shall be of the same material as the pipe or air furnace, and it shall be without any section of circular or other inferior metal and entirely free from uncombined carbon. It shall be of suitable quality to be easily drilled or cut, and shall have a tensile strength of not less than 16,000 pounds to the square inch. A variation of 4% of the above specified weight shall be permitted. No pipe or special castings will be received that weigh less than 96% of the specified weight and no pipe or special castings will be credited at weights more than 104% of the specified weight, and the weight of each pipe and special casting shall be marked by the second party thereon with white paint with characters at least one and one-half inches in length, and the weight of any or all of the pipe and special castings may be tested after delivery. All pipe and special castings shall be free from defects or imperfections of all kinds, smooth in bore and of even thickness. No casting or pipe having a blow hole or casting blowed or filled will be accepted by the party of the first part, and all cracked or broken pipe or specials, and all other pipe or specials not in accordance with this agreement, shall be second and third at the rate and the expense of the party of the second part to the first party, and the cost of the receiving, handling and storing of all such, or special, shall be deducted from the amount due under this Contract, to the party of the second part for the pipe and specials furnished to and accepted by the first party.

Delivery. All pipe and special castings furnished by the second party under this contract shall be shipped at once and delivered to the party of the first part on board cars, in the city of Fort Wayne, Indiana, from of port to said city and at the most reasonable price for the handling of the same by the first party.

Witness my hand and seal this 3rd day of April 1906
City of Fort Wayne, Ind.

Attest. H. H. Becker

E. J. Emerson
Henry Schwartz
Jesse Brocius
The Board of Public Works

United States Cast Iron Pipe and Foundry Company, Inc.

A. J. Goodhue
The Western Sales Manager

Attest. T. N. Johnson Jr
The Asst Secy.

Section 1:- Be it ordained by the common council of the City of Fort Wayne that the contract heretofore on the 3rd day of April, 1906 made and entered into by the City of Fort Wayne, by and through its Board of Public Works and the United States Cast Iron Pipe and Foundry Company by its Manager, A. J. Goodhue, and its Assistant Secretary, T. N. Johnson, as is fully set forth in the preamble hereto, be and it is hereby, in all things confirmed and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor
Phillips H. Myers

I bore of the Council to Chamber in the City of Fort Wayne Indiana on the 13th day of April 1906

We hereby certify, that the common council of the City of Fort Wayne Indiana at a special meeting held on the 13th day of April, 1906 by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 276

H. L. Schieff
President

J. Frank Mungovan
City Clerk

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Presented to the Mayor for approval on the 25th day of
April 1906

Council of Fort Wayne
City Clerk

Approved this 25th day of April, 1906.

William J. Hovey
Mayor

General Ordinance

Introduced by Mr. Ordinance approving and ratifying a contract entered into
by the City of Fort Wayne, by and through its Board of Public Works
and Henry R. Worthington, on the 24th day of April 1906

Attest, Herein, on the 24th day of April, 1906, the City
of Fort Wayne, by and through its Board of Public Works entered
into with Henry R. Worthington, a contract for the purchase by
said City of Fort Wayne, of an 8 inch Vertical Two-staged
Turbine Pump, and an 85 Horsepower Crocker-Wheeler 550
Direct Current Motor, which contract is in the following words:

This agreement made this 24th day of April, 1906 by and
between the City of Fort Wayne, by and through its Board of Public
Works, party of the first part, and Henry R. Worthington, party of
the second part, Witnesseth.

The City of Fort Wayne hereby agrees to purchase from the party
of the second part, and the party of the second part hereby agrees
to sell to the party of the first part, one 8 inch Vertical Two-staged
Turbine Pump, direct connected to one 85 H.P. Crocker-Wheeler 550
Volts D.C. Motor, as stated in the letter of April the 21st 1906,
addressed to the Board of Public Service, and Mr. E. J. Lennon
Pres't and which letter is attached, hereto, marked exhibit A and
made a part of this contract as well as all the provisions
therein contained concerning the price to be paid for said Pump
and Motor, the capacity and efficiency of the same and
the method of shipment, and the passport attached to said
letter, which letter refers to a certain blue print and which
blue print is hereby made as a part of this contract and
marked exhibit "B"

Contract is further agreed that said first party shall pay over sum of Two Thousand, Two Hundred Dollars (\$2,200.00) to the party of the second part within thirty (30) days after the acceptance of said Pump and Motor as hereinafter.

It is further agreed by the parties hereto that said City is to install said Pump and Motor at its own expense, and is hereby giving the right to operate the same for thirty (30) days from the time that the same are installed, for the purpose of testing the efficiency and capacity of said Pump and Motor, and if the same, upon said test, shall be found to be as efficient and of the capacity stated in said letter then the same are to be accepted by said party of the first part. But if the same are not as efficient and are not of the capacity mentioned in said letter, or if the same are defective, then and in that event, the second party is to cause the removal of the same and install a new Pump and Motor of the capacity and as efficient as the kind described in said letter.

In witness whereof, we have hereunto set our hands and seal this 24th day of April 1906.

Attest.
Henry Becker
Clerk

The City of Fort Wayne by
E. J. Lemmon
Henry Schwartz
Jesse Brosius
The Board of Public Works

Henry R. Worthington (Seal)
For H. J. Meyer

Witnessed this April 21 1906
The Board of Public Service
Mr E. J. Lemmon 'Pres'
Fort Wayne Ind.

Respectfully,

In answer to your recent request of our representative Mr Myers for final proposition and guarantee on a 2,000.000 gals Centrifugal Pump, we beg to admit the following:

We will furnish you:

- One (1) 8" Vertical Two Staged Turbine Pump, direct connected to:
- One (1) 85 H.P. Brookner-Musker 550 Volts D.C. Motor, operating at 800 R.P.M., together with a 5' length of intermediate shafting.

and necessary couplings for connecting pumps to motor, for the sum of, Twenty Two Hundred (\$2200.00) It allows not F.O.D. Case our Works with freight allowance to Fort Wayne Indiana.

We will guarantee an efficiency of 70% on this outfit when handling 2,000,000 gals. of water for 24 hours against a total head including suction and friction of 160'

We are enabled to furnish you the shaft and couplings for connecting the pumps without additional charge as the result of a special concession made us by our head office.

We enclose herewith Blue Print No. 2500 showing the pump with shaft Rev. sealed for revamping.

We can make ship and in ten weeks from receipt of order. I therefore give you in advance for a favorable consideration of the foregoing, we are

Very truly,
Henry R. Worthington
Geo. W. Ball, Mgr.
Per J.

Cincinnati Sales Manager

O. S. We further agree to guarantee every part of this machine proving defective as to material and workmanship one year from date of installation.

Henry R. Worthington
Per H. R. W.

Section 1 Be it ordained by the common council of the city of Fort Wayne that the contract heretofore on the 24th day of April, 1906 entered into by and between the city of Fort Wayne, by and through its Board of Public Works, and Henry R. Worthington, as set forth in the preamble hereto, be and the same is hereby in all things ratified, confirmed and approved.

Section 2 That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

William A. Bauer.

Done at the Council Chamber in the City of Fort Wayne Indiana on this 8th day of May 1906

do hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8th day of May 1906, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 277.

William C. Schwin
President

J. Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 11th day of May 1906
J. Frank Mangovan
City Clerk

Attest on the 21st day of May 1906

William J. Gray
Mayor

General Ordinance No 278

Introduced by
J. M. Gray

An ordinance regulating the building of sidewalks

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That all sidewalks hereafter constructed or laid within the corporate limits of said city, be built or constructed of stone or cement, and of such widths, thickness and foundation as may be designated by the Board of Public Works.

Section 2. Any person, persons or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not less than ten dollars nor more than fifty dollars for each violation.

Section 3 That this ordinance be in full force and take effect on and after its passage, approval by the Mayor and legal publication.

J. M. Gray

Done at the Council Chamber in the City of Fort Wayne Indiana on the 22nd day of May 1906

We hereby certify, That the Common Council of the city of Fort Wayne Indiana, at a regular meeting held on the 22nd day of May 1906, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 278

W. C. Schwin
President

J. Frank Mungovan
City Clerk

(Presented to the Mayor for approval on the 29th day of May 1906

J. Frank Mungovan
City Clerk

Attest this 8th day of June 1906

William J. Farney
Mayor

Ordinance No 278

Introduced by
J. A. Bayer
An ordinance amending section one of an ordinance, entitled, "an ordinance compelling the inhabitants of the city of Fort Wayne to disinfect their premises and to remove all impure and unwholesome substances" approved April 25th 1899

Be it ordained by the Common Council of the city of Fort Wayne that section one of an ordinance entitled "an ordinance compelling the inhabitants of the city of Fort Wayne to disinfect their premises and to remove all impure and unwholesome substances" approved April 25th 1899 "And being section one paragraph No 774 of the revised ordinances of the city of Fort Wayne of 1901 be and the same is hereby amended to read as follows:

Section 1:- Be it ordained by the Common Council of the city of Fort Wayne, that it shall be the duty of every owner or occupant of any dwelling house, building or structure of any kind or description whatsoever and of any lot or parcel of real estate to remove or cause to be removed from such dwelling house building, structure, lot or parcel of real estate all ashes, waste and unwholesome material and impure substances of every kind and description, and upon failure of any such person to remove or caused to be removed any such ashes, waste

... or impure substances the Board of Public Health or any officer of the City is hereby authorized to order that same to be removed from such dwelling house, building, structure, lot or parcel of any real estate, and if the same is not removed by such person within five (5) hours after notice to cause the removal thereof on such persons, or on such person as may be in charge of such building, dwelling house, structure, lot or parcel of real estate or if the same cannot be found for the purpose of such notice such Board of Public Health or officer of the City shall cause all such waste, ashes, unwholesome materials and impure substances to be removed to some suitable place. It shall be the duty of every owner or occupant to cause all cellars, privies, rooms, halls and out-buildings to be kept and maintained at all times in such order and condition so that same shall in no wise be foul, unhealthy or noisome. Any person who shall violate or fail to comply with any of the provisions of this ordinance shall be fined in any sum not exceeding (\$100.00) Dollars and such and every day's continuance shall be deemed a distinct offence.

Section 2:- That this ordinance shall be in full force and take effect from and after its passage, approval by the Mayor and legal publication.

William A. Bayser

Done at the Council Chamber in the City of Fort Wayne Indiana on the 12th day of June 1906.

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 12th day of June 1906 by a majority vote of all members elect did pass the ordinance herewith attached and known as General Ordinance No 279

W. C. Schwinn
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 18th day of June 1906
J. Frank Mangrove
City Clerk

Approved this 26th day of June 1906
William J. Rosey
Mayor

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General Ordinance No 280

Introduced by
John H. Walsh. An ordinance approving a contract entered into by the City of Fort Wayne and the Berghoff Brewing Company on May 7th 1906 granting said Company consent permission and Authority to construct a side track in said City.

Whereas, heretofore on the 7th day of May 1906, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Berghoff Brewing Company granting to said Company, consent, permission and authority to construct maintain and operate a sidetrack across certain streets in said City and across and along certain Alleys therein which contract is as follows:

I. An agreement made this 7th day of May 1906 by and between the City of Fort Wayne, by and through its Board of Public Works party of the first part and the Berghoff Brewing Company a (Corporation) party of the second part, Witnesseth:

Whereas the party of the second part desires to procure a sidetrack connecting the main tracks of the New York, Chicago and St. Louis Railroad Company with the manufacturing plant of said second party in order to facilitate the shipping to and from said plant of such property as party of the second part may desire and whereas said Railroad Company is unwilling to construct such side-track for said purpose,
Now

Therefore, In consideration of the covenants and agreements to be performed and complied with by the party of the second part as herein after provided, consent permission and authority are hereby granted and given by the party of the first part, to the party of the second part to construct maintain and operate, or cause to be operated a single track railroad across Wayne Street and the alley running east and west between Wayne and Washington Streets and between Lots 130 and 143 in White's first addition to the City of Fort Wayne, and also across Washington Streets and along and upon the alley running north and south between Grant and Nabach avenues from Washington Street to the South line of Lot 80 in said addition in said City in accordance with a plat hereto attached and made a part hereof, and on which plat the line and route of said track is marked and indicated by the red line therein.

It is understood and agreed that the consent, permission and Authority herein given and granted are upon the following terms and conditions:-

1. The party of the second part, if it desires to avail itself of the benefits of the consent, permission and authority herein granted, shall cause the complete construction of said tracks, within one year from date hereof, and in the event that it so avails itself of such grant, permission, consent and authority then it shall cause the complete construction of such track within sixty days from the time it commences work thereon and within the period of one year as above stated, and shall at no time, in the construction of said track, occupy for such purpose any of the streets above mentioned for any length of time in excess of five days, but in the event that party of the second part is prevented from complying with any of the above conditions by reason of any judgment of any court, then said Board of Public Works may grant a reasonable extension of time as to any one of the above provisions

2. Said track shall not be elevated above, and shall be constructed and maintained so as to at all times conform with, the established grade of the streets and alleys, hereinafter named, as such grade shall from time to time exist and in such a manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public in passing along upon and across said track at any point thereon. That said track and the rails thereof shall conform with the grades of the streets and alleys now established or to be hereafter established, by said city, and subject at all times to be taken up and relaid by said party of the second part, at its own expense, for the purpose of regrading, paving, repaving or repairing such streets and alleys, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement, and in case it becomes necessary, in the opinion of said Board of Public Works to take up said track for any of the purposes above enumerated or in case said track shall not conform with the grade of said streets or alleys as above provided, said Board shall notify said party of the second part that it is in the opinion of said Board

necessary to take up said tracks for any of said purposes or that said track does not conform with the grades of said alleys or streets as the case may be, and said party of the second part shall take up said tracks for such purpose within such time, and for such length of time, as the said Board may in said notice require in case such notice is as to repairs or improvements as above stated or shall make said track conform to any such grade within thirty days time from receiving such notice, in case such notice is as to the grade of such street or alley and upon the failure of second party as to do said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said second party and in case said second party shall fail to pay such cost or expense within thirty days from the time said Board shall have rendered a bill therefor the said city shall have a right of action to recover such cost or expense against said second party, together with a reasonable attorney fee for the collection thereof

3. If said streets or alleys, or any of them are hereafter, owned said second party shall have the right to lay down the rails of said tracks, and for a space of two feet on both sides thereof, and in case any of such pavements are constructed said tracks shall be covered and relaid to conform with the grade of such street or alley as shown and a foundation laid at the expense of second party under the ties of such tracks of six inches of concrete.

That second party shall repair said parts of said streets and alleys in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets and alleys in a good condition of repair.

4. That said party of the second part shall not, at any time haul or allowed to be hauled, to exceed five (5) cars over and along any part of the track herein authorized to be laid and shall not load or unload any cars, or leave the same stand upon any of said tracks, at any of the street or alley crossing along the line of said tracks.

5. In case hereafter the east and west tracks of said (Railroad Company) shall be elevated through said city then, and in that event the grant and permission herein given shall terminate and party of the second part shall

cause at its expense, the removal of said track and
place said at its end and align in as good and safe
condition for travel and of the same material, as the
remainder thereof, unless said second party at its expense
cause said side track to be elevated according to plans and
specifications prepared by and under directions of the engineer
in charge.

6. The party of the second part shall so construct and
maintain its said track, in such manner as to not
in any way interfere with the drainage of the surface
waters on Washington and Wayne Streets, and shall where
necessary crossing said tracks, over and across said Streets
do the same under the direction of said Board of Public
Works, and in the manner required by said Board.

7. Party of the second part further agrees and binds
itself to keep and hold said city free and harmless
from any and all liability from any and all damages
that may accrue to any person or persons or property
on account of any injury to their persons or property
growing out of the construction, maintenance or
operation of said tracks or the operation of any cars
thereon, by any person or corporation and in case
suit shall be filed against said city on account thereof
said party of the second part upon notice to it by said
city shall defend said action, at its own expense, and in
the event that judgment be rendered in said action against
said city, the party of the second part shall pay such judgment
with all costs, and hold the city harmless therefrom and
said second part shall execute to the party of the first
part a bond with sufficient surety to be approved by said
Board of Public Works, payable to said city, in the sum
of Ten thousand Dollars, conditioned for the faithful perfor-
mance by said second party of all the conditions and
provisions contained in this contract to be performed on
its part, and will, from time to time whenever desired by said
Board of Public Works, renew said bond.

8. It is further agreed, that if second party fails to comply
with and perform any of the provisions of sections one, three
four, six and seven of this contract, the consent, permission
and authority herein granted shall at once terminate
and second party shall forfeit all rights hereunder and

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shall cause the removal at its expense of all tracks that may be laid hereunder, and place said street and alleys in as good and safe condition for travel and of the same material as the remainder thereof are.

9. It is further understood and agreed that this contract and the provisions thereof shall be binding on the successors and assigns of the party of the second part.

10. The consent, permission and authority hereby granted shall continue for the period of thirty five (35) years from the date hereof.

Witness our hands and seals
City of Fort Wayne, Ind.
E. J. Lemmon
Henry Schwabach
James Brosius

Bergloff Brewing Company, Inc.
Hubert Bergloff
Vice President
J. B. Fleming
Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That the contract heretofore entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Bergloff Brewing Company, as fully set forth in the preamble hereto be and the same in hereby in all things confirmed and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

John H. Meade

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 26th day of June 1906.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of June 1906, by a majority vote of all the members elect did pass the ordinance hereto attached and known as
General Ordinance No 280

W. L. Schriener
City Clerk

J. Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 30th day of
June 1906.

J. Frank Mangovan
City Clerk

Approved this 3rd day of July 1906.

William J. Hasey
Mayor

Let most Cordance 7: 28'

Introduced by () Ordinance providing for the numbering of all poles erected
on the streets and alleys of the city of Fort Wayne, Indiana, as
amended June 26th 1906.

Section 1:- Be it ordained by the Common Council of the city
of Fort Wayne Indiana, that any person, firm, company
or corporation owning, maintaining or occupying, any
telegraph, telephone, electric or any other poles erected
upon and along the public streets or alleys of the city
of Fort Wayne, Indiana, or hereafter to be erected, shall
mark them with the initials of the company or
corporation owning or maintaining them, and number
each pole in numerical order in such a manner
that the ownership and number of each and every pole can
at all times be readily established. All such poles to be
marked and numbered under the direction and to the
entire satisfaction of the Board of Public Works.
Such poles to be renumbered and remarked as often and
wherever in the opinion of the Board of Public Works the same
may be deemed necessary.

Section 2:- Any person, firm, company or corporation
failing to comply with the provisions of this ordinance
shall be fined in any sum not less than one dollar nor
more than five dollars for each and every pole
maintained by them contrary to the provisions of this
ordinance, and each day such poles are thus maintained
shall constitute a separate offense.

Section 3:- This ordinance to be in full force and effect from and after January 1st 1907. approval by the Mayor and legal publication.

J. W. H. H.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of June 1906.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 26th day of June 1906. by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 281.

W. C. Schwiner
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

J. Frank Mangrove
City Clerk

Approved this 3rd day of July 1906

William J. Hoagy
Mayor

General Ordinance No 282

Introduced by
E. B. Stinner

An ordinance regarding the New York Chicago and St Louis Railroad Company to provide a flagman at the intersection of Union Avenue with the right of way of said railroad Company.

Section 1- Be it enacted by the Common Council of the City of Fort Wayne Indiana that the New York Chicago and St Louis Railroad Company is hereby required to place a flagman at the crossing where its tracks intersect with Union Avenue.

Section 2:- Said flagman shall be provided with proper and conspicuous signals, and shall give proper and timely notice to persons about to cross said tracks of the approach of a train locomotive or car, or both and said flagman shall prevent any person or persons from standing or

entering on any tracks upon said crossing
for this purpose all flagmen stationed there shall be clothed
with police power

Section 3:- Reliable and competent men shall be employ-
ed as flagmen and shall be stationed and perform their
duties upon said crossing from six (6) o'clock A.M. until
nine (9) o'clock P.M. on each and every day that trains
locomotives or cars are crossing Union avenue at
aforesaid point.

Section 4:- Said company, its successors, or assignee
failing to comply with any of the provisions of this ordinance
shall be fined ten dollars (\$10.00) upon complaint of any
citizen before the Judge of the City Court, and every day
said crossing is allowed to remain unprotected and
without said flagman shall be deemed a separate offense
of the company violating this ordinance.

Section 5:- This ordinance to be in full force an effect on
and after its passage, removal by the mayor and leg-
isla-tion

V. B. Otterness
5th Ward.

at the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of June 1906.

We hereby certify, That the Common Council of the City
of Fort Wayne Indiana, at a regular meeting held on the
26th day of June 1906, by a majority vote of all the members
elect did pass the ordinance herunto attached and known as
General Ordinance No 282

W. C. Schivins
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

J. Frank Mangrove
City Clerk

Approved this 3rd day of July 1906

William J. Hovey
Mayor

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General Ordinance No 283

Introduced by
M. Kinder

An ordinance ratifying a contract heretofore made and entered into on the 10th day of May 1906, by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne Forest Park Company.

Whereas heretofore on the 10th day of May 1906, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne Forest Park Company, as amended June 26th 1906, providing for the laying down by said City water mains extensions in Forest Park addition to the City of Fort Wayne, and providing for the method of payment therefor which contract is in the following words and figures.

This agreement made this 10th day of May 1906, by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and the Fort Wayne Forest Park Company party of the second part, Witnesseth.

Whereas said party of the second part is the proprietor of an addition recently laid out by it and designated as Forest Park Addition to the City of Fort Wayne, the plat of which was recently approved by said Board of Public Works, and it is desired by the second party to improve said addition by extending the water mains of said City from where the same are now located in Lakeside Park Addition to and through said Forest Park Addition, and

Whereas said first party cannot at this time construct such extension to said waterworks system, it being desirous of using the funds of said system for other and different improvements at this time.

Therefore it is agreed that the party of the first part shall extend its said waterworks system by laying down a water main from the nearest point in said Lakeside Addition that said system is now located and at a point to be designated by said first party to said Forest Park Addition at the south end of Consent Avenue, as laid out in said Forest Park Addition and thence the length of said Consent Avenue through said addition on said Consent Avenue to Griswold Avenue, provided said second party shall deposit before such construction is commenced and at such time as said first party and second party shall ascertain the cost of such extension with said Board of Public Works an amount of money equal to the ascertained

cost of such construction, and said first party shall use the money so deposited for the purpose of making and in paying for the construction of such extension. All the materials used in such extension shall remain the property of the party of the second part until the same is taken over by the said party of the first part on the following terms.

Until said party of first part shall repay the second party as hereinafter provided. The amount so deposited by it for the construction of said work, said first party shall collect and pay over to second party all moneys collected from consumers along the line so constructed and at any time said city desires to become the owner of said extended line it may do so at its option by paying to the second party the amount so deposited by second party less the aggregate amount that may be turned and paid over to second party on account of the collection of moneys from consumers as above provided. If first party elects to buy said extended line and pay therefor as above stated within two years from the date of completion of said main then such money so deposited shall bear no interest but if it desires to buy the same after the expiration of such two years then it shall pay in addition to the amount so deposited interest thereon at the rate of three and one half per cent per annum from the expiration of said two years less the amounts so turned over to the second party on account of collections from such consumers. This further understood that in the event that said city do not within said two years take over and buy said extended line as above provided or buy the same after that time as above provided, then said line shall remain the property of said second party until such time as the moneys paid over to it on account of such collection from said consumers shall equal the amount of the deposit so made by second part with $3\frac{1}{2}\%$ interest after the expiration of said two years, and during all of which time said first party shall have the free use of the Hydrants on said line for the use of its Fire Department, and for all other public uses that it may desire and without any charge therefor.

And it is further agreed between the parties hereto that the main or extension to be constructed under this contract shall be at all times from the time of its construction under the control and management of the party of the first part.

and all rules of the Department of Public Works and all ordinances of the City of Fort Wayne in connection with said Water Works System shall apply to the extensions made hereunder, and all the patrons of said part of the first part in the consumption of water shall be subject to all the rules of the Water Works Department of said city and such rules shall be as effective upon such patrons the same as upon other patrons and consumers in other parts of said city. In other words said city shall exercise the same rights and powers over said extensions and said consumers as is exercised by said city over all other consumers and water mains in said city, and the party of the second part shall have no power or control as to these matters over said main or consumers.

This contract shall be binding and effective upon the successors and assigns of the party of the second part to the same extent and in the same manner as it is upon the party of the second part.

Witness our hands and seals

The City of Fort Wayne, by
E. D. Lumsden

Henry Schenck

Jesse Brown

The Board of Public Works

The Fort Wayne Forest Park Company.

By

William J. Vesey

The President

Louis F. Lunder

The Secretary

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 10th day of May 1906, entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Forest Park Company, as amended June 26th 1906 as fully set forth in the foregoing hereto be and the same is hereby in all things confirmed, ratified and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Michael Kinder

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of June 1906.

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of June 1906. by a majority vote of all the members, that did pass the ordinance herewith attached and known as General Ordinance No 283.

W. C. Schuivier
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

J. Frank Mungovan
City Clerk

Approved this 3rd day of July 1906

William J. Hovey
Mayor

General Ordinance No 284

Introduced by An ordinance prohibiting the breaking of glass on the M. L. Johnson Streets and alleys, ordering its removal and providing a penalty for its violation.

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person or persons to place or cause to be placed, on any of the street or alleys of the City of Fort Wayne any broken glass and any person or persons breaking or causing or allowing to be broken, any glass upon any of such streets or alleys shall immediately remove or cause to be removed such broken glass from such street, or alley.

Section 2:- That any one violating or failing to comply with any of the provisions of this ordinance shall on conviction be fined in any sum not exceeding \$100⁰⁰

Section 3:- That this ordinance shall be in full force and take effect from and after its passage and approval by The Mayor and legal publication

Marion B Johnson.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of June 1906.

We hereby certify, that the Common Council of the City of
 Fort Wayne, Indiana at a regular meeting held on the 26th
 day of June 1906, by a majority vote of all the members
 present did pass the ordinance hereto attached and known
 as General Ordinance No 284

W. C. Schrieber
 President

J. Frank Mangrum
 City Clerk

Presented to the Mayor for approval on the 30th day of
 June 1906

J. Frank Mangrum
 City Clerk

Approved this 3rd day of July 1906

William J. Storey
 Mayor

General Ordinance No 285

An ordinance to prohibit the free distribution of or sale of
 patent medicines, drugs, ointments, pills, powders, and
 bottles upon the streets or from house to house in the city of
 Fort Wayne, as amended June 26th 1906

Section 1:- That no person, persons, company or corporation
 personally or by agent or employee, shall gratuitously
 distribute samples of patent medicines, drugs, ointments,
 pills, powders, or pellets from house to house or on the streets
 alleys or public places in the city of Fort Wayne, without
 procuring a license therefor: provided that no license therefor
 shall be issued unless the City of the Board of Health of the
 city shall approve of the sample or samples and the formula
 of the medicine, ointment, drug, powder, pills, or pellets proposed
 to be distributed, and his approval certified by him shall
 first be filed with the City Clerk of said city; and for each
 license issued therefor there shall be paid to the City Con-
 troller a fee of \$1.00 per day for each person.

Distribution of any of said articles is hereby prohibited, and
 made subject to the penalty provided in the next section thereof;
 and provided that before such license shall be granted the
 applicant file with the City Comptroller a bond running to
 the people of the State of Indiana in a penal sum of
 \$2500.00 with sureties to be approved by the Mayor, Clerk,
 and City Attorney, whose approval shall be endorsed

thereon conditioned that the person, firm, or corporation distributing such samples shall pay all damages resulting to any person by reason of taking or using any of such samples.

Section 2:- Any person, person, company or corporation his, her, their or its officers, agents or employes, who shall violate the provisions of section 1 of this ordinance, on conviction thereof shall be punished by a fine not exceeding 50 dollars and costs or by imprisonment at hard labor in the common jail of Allen County in the discretion of the court or magistrate before whom the conviction may be had, for a period of not less than one nor more than 30 days; and in case the court or magistrate shall impose only a fine and costs the offender may be sentenced to be imprisoned at hard labor in the common jail of Allen County until the payment of such fine and costs, for a period of not more than 30 days.

Section 3:- This ordinance shall take effect and be in full force from and after its passage, approval by the Mayor and legal publication.

William E. Scherer.

Done at the Council Chamber in the city of Fort Wayne Indiana on the 26th day of June 1906.

We Herely Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of June 1906. by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 285.

W. C. Scherer

President

J. Frank Munger
City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

J. Frank Munger
City Clerk

Approved This 3rd day of July 1906

William J. Koepp
Mayor.

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Ordinance, No 286.

Enacted by the Common Council of the City of Fort Wayne, Ind., that the Wabash Railroad Company be and they are hereby required to place a flagman at the intersection of Winter Street with the right of way of said Railroad Company.

Section 1:- Be it enacted by the Common Council of the City of Fort Wayne Ind., that the Wabash Rail, and Co. be and they are hereby required to place a flagman at the crossing where its tracks intersect with Winter Street.

Section 2:- Said flagman shall be provided with proper and conspicuous signals and shall give proper and timely notice to persons about to cross said tracks, of the approach of a train, locomotive or car or both and said flagman shall prevent any person or persons from standing or loitering on any tracks upon said crossing. For this purpose all flagmen stationed there shall be clothed with blue bowers

Section 3:- Reliable and competent men shall be employed as flagmen and shall be stationed on the crossing at the intersection of said crossing from six (6) o'clock A.M. to (7) o'clock P.M. on each and every day that trains, locomotives or cars are crossing Winter Street at aforesaid point.

Section 4:- Said company, its successors or assigns, failing to comply with any of the provisions of this ordinance, shall be fined ten (\$10.00) dollars upon complaint of any citizen before the Judge of the City Court, and every day said crossing is allowed to remain unprotected and without said flagman shall be deemed a separate offense of the company violating this ordinance.

Section 5:- This ordinance to be in full force and effect on and after its passage, approval by the Mayor and legal publication.

John H. Podewils.

Done at the Court of Common Pleas in the City of Fort Wayne, Indiana on the 10th day of July, 1906.

We Herby Certify. That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the

10th day of July 1906, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 286

H. Schiwar

Mayor

J Frank Mangovan

City Clerk

Do hereby certify that the Mayor of Fort Wayne on the 13th day of July 1906

J Frank Mangovan

City Clerk

Approved this 21st day of July 1906

William J. Tracy

Mayor

General Ordinance No 287

An ordinance providing for and regulating the granting of theater licenses as amended July 10th 1906

Section 1:- Be it ordained by the Common Council of the city of Fort Wayne Indiana that it shall hereafter be unlawful for any person, company or corporation to own, control, maintain, or open or cause to be opened, controlled or maintained, within the city of Fort Wayne Indiana any theater or opera house without first having procured a license from the City Controller, so to do. Provided however that this ordinance shall not apply to buildings or structures where entertainments or theatrical performances are occasionally given

Section 2:- Any person, company or corporation desiring to maintain or open such theater or opera house, shall apply to City Controller for a license, so to do giving the location or street number where such theater or opera house is located, the character of the performances to be given, and upon the payment by said applicant of the sum of One hundred and fifty Dollars (\$150⁰⁰) into the City Treasury the City Controller shall issue such license for one year beginning with the first day of September of each and every year and ending with the 31st day of August next following. No license shall be valid and in force after the 31st day of August next

Section 3: The City Controller shall be entitled to charge and collect in fee of two dollars (\$2.00) for each license so issued, which fee shall be paid to the City Treasury.

Section 4: Every person, married, under other color, who, after the 1st day of January of any year shall be charged for at the rate of \$12.00 per month for the time, of such license, until the 1st day of January next following, but when issued before the 1st day of January, he shall not be charged, and fifty dollars (\$50.00) shall be charged for such license.

Section 5: There shall be no separate or separate collection of the provisions of this ordinance, but the same shall be collected as a single sum of \$10.00 for each offense, and every day any person violating or violating these provisions shall be liable to arrest and imprisonment, or to be taken, in any such manner or other means, without first having obtained a license as to do shall constitute a separate offense.

Section 6: All persons or parties of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

Section 7: This ordinance shall be in full force and effect from and after its passage, after it is the Mayor and Local Publication.

I was at the Council Chamber in the City of Fort Wayne, Indiana, on the 10th day of July 1906.

We the undersigned, of the Council Chamber of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of July 1906, by a majority vote of all the members thereof, have passed the ordinance herewith attached, and have ordered its publication.

W. L. Schuler

President

J. F. M. Morgan
City Clerk

Presented to the Mayor for approval on the 13th day of July 1906

J. Frank Morgan

City Clerk

Obtained this 21st day of July 1906

William J. Hargis

by and between the City of Fort Wayne by and through its Board of Public Works and The Fort Wayne and Wabash Valley Traction Company in May 22, 1906 as amended July 10th 1906.

Whereas, heretofore, on the 22nd day of May, 1906, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne and Wabash Valley Traction Company, granting said company a right and permission to lay tracks on Elizabeth Street in the City of Fort Wayne, and providing for the furnishing of power by said company to said City, as amended July 10th 1906.

And whereas, on the 22nd day of May 1906, and as amended on July 10th 1906, by and between the City of Fort Wayne Indiana, by and through its Board of Public Works, party of the first part, and the Fort Wayne and Wabash Valley Traction Company, a corporation duly organized under the laws of the State of Indiana, party of the second part, it is covenanted:

Whereas, the party of the second part is now the owner of a tract of land in said city, bounded on the north by Burgess Street, on the east by Spy Run Avenue, on the south by Elizabeth Street and on the west by North La Fayette Street, and is desirous of, and proposing to, construct on its said tract of land car barns, repair shops and other buildings, and

Whereas it is necessary, in order to utilize said car barns and shops, to construct, maintain and operate a street electric railroad track on said Elizabeth Street from, and connecting with, the tracks of said party of the second part on said Spy Run Avenue, and running westward on said Elizabeth Street a distance of about six hundred and fifteen (615) feet, with the necessary viaducts and turn outs, crossing said Elizabeth Street from said tracks to the north side thereof and into the said property of the party of the second part as shown by a map and plan hereto attached hereto, and made a part hereof, and

Whereas, the party of the first part is about to construct

for the balance of same no care shall not be required to remain
any unnecessary length of time, our said street,
And it is further agreed that the bonds of the second bond shall
relieve and provide to the party of the first bond election. There
is no account here as a first bond and a fifty (50) cent
to set us out, the balance of our interest to operate at the
first election to be made in the year 1881 (85)
The bonds shall be set out with such bonds to be drawn and
accounted for a bond of one year from such time as our
Board of Publics shall make and second bond, so to do
for and in consideration of, which the party of the first bond
shall pay to the party of the second bond the sum of two and one
half (2 1/2) cents per R.R. per day, on or before the 10th
day of each month for the current month, during the foregoing
month. It is understood and agreed that the interest for
each month shall be paid to the party of the second bond
with the first bond line of bond note, at or near the City of
New York, being the place on the highway leading from
Broadway across and out to a place, to and the County
Poor (up to), as the first bond shall build and maintain
the necessary electric line and equipment for use and
of connection to the said New York station as aforesaid.

It is further understood and agreed that the party of the second
bond shall not contract and shall not be liable for
on our account of any loss or damage arising or occurring from
any ordinary damage or inconvenience incident to the operation
of our street car line, or on account of unavoidable accidents
in which may occur through fire, floods, strikes, riots,
insurrection, breakage of machinery or other material or
other unavoidable casualties of any kind.

It is further agreed that the party of the second bond shall
nevertheless contract, so far as the same relates to the furnishing
of electric power to the party of the first bond at the expense
of the party of the first bond, in full with another, which by first
bond of the intention of our street of such action on the same
to be in such conditions, from year to year. Said action or power
of the party of the first bond to be from year to year such
contract shall continue for a period of five years from the
time same first become the use of said power

Witness our hands and seals
this 1st day of May, 1881
E. L. Brown
Henry Seligman
Jesse Brosius
The Board of Publics

Fort Wayne and Mabash Valley Traction Company, by

John H. Kelch

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, That the contract entered into on the 22nd day of May, 1906, by and between the City of Fort Wayne, by and through its Board of Public Works, and the Fort Wayne and Mabash Valley Traction Company, as amended July 10th 1906 as fully set forth in the preamble hereto, be and the same is in all things confirmed and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

John H. Kelch

Done at the Council Chamber in the City of Fort Wayne Indiana on the 10th day of July 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 10th day of July, 1906 by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 288.

W. C. Schriener
President

J. Frank Munigovan
City Clerk

Presented to the Mayor for approval on the 13th day of July 1906

J. Frank Munigovan
City Clerk

Approved this 21st day of July 1906

William J. Hasey
Mayor

General Ordinances. No 290

Enacted by the City of Fort Wayne, Indiana, and ratifying a contract entered into by and between the City of Fort Wayne and William H. Nefel on July 26th 1906

Whereas, the City of Fort Wayne on the 26th day of July, 1906, by and through its Board of Public Works entered into a contract with William H. Nefel for the construction by him for said City a Pump House, which contract is in the following words:

Be it agreed made this 26th day of July 1906, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part and William H. Nefel, party of the second part, It is covenanted and agreed:

That the party of the second part in consideration of the payment to him by the City of Fort Wayne of the sum of \$364.00 upon the completion by him of the work described in the plans and specifications on file in the office of the Board of Public Works, do hereby covenanted and agreed to construct a concrete building for a Pump House, in connection with the water works system of said City according to and in the manner set forth in the plans and specifications, and of the materials mentioned in the specifications above referred to. That the party of the second part shall complete the construction of said building and the doing of said work above mentioned all to be completed within thirty days from the date hereof and to the satisfaction of said Board of Public Works, second party to give bond for faithful performance of said work in the sum of \$200.00 with sufficient surety.

Witness our hands and seals this day and year above written
City of Fort Wayne.

By Ordinance of the Board of Public Works

Henry Schwartz

Mayor

The Board of Public Works

11th & 12th

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into on the 26th day of July 1906, by and between the City of Fort Wayne by and through its Board of Public Works and William H. Nefel as fully set forth in the preamble to this Ordinance and the same is hereby in all things confirmed and approved.

Section 2. That this Ordinance be in full force and effect from

after its passage and approval by the Mayor.

W. C. Lohman

I am at the common Council in the City of Fort Wayne
Indiana on the 31st day of July 1886

I do hereby certify that the common Council of the City of Fort
Wayne Indiana at a special meeting held on the 31st day
of July 1886, by a majority vote of all the members present
did pass the ordinance herewith attached and known as
General Ordinance No 290

W. C. Lohman
President

Frank W. Mungovan
City Clerk

Presented to the Mayor for approval on the 6th day of August
1886

Frank W. Mungovan
City Clerk

Attest this 10th day of August 1886

William F. Foster
Mayor

211

S. C. Ordinance No 291

Introduced by
W. E. Cook

An ordinance to regulate the sale of ice, to provide for the weighing of the same and prescribing penalties for the violation thereof and as amended August 14th 1906

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, That it shall be unlawful for any dealer in ice in said city who sells such ice by weight, to change, collect, or attempt to change, collect or receive from any person to whom any such ice has been so sold or delivered for any greater number of pounds of ice than shall have been actually delivered to any such customer.

Section 2. That it shall be unlawful for any dealer in ice in said city who sells such ice by weight at a stipulated price per pound or hundred weight, to deliver any such ice to any customer in said city without causing the same to be correctly weighed at the time of such delivery by the agent or employee delivering the same, and all assistant and employees of any such dealer in ice so engaged in delivering the same shall be provided with the necessary scales or other weighing apparatus by such dealer, to enable such agent or employee to correctly weigh each piece of ice so delivered at the time of such delivery, and it shall be unlawful for any such agent or employee to report or charge for any quantity of ice as delivered in excess of the quantity actually delivered according to the correct weight thereof.

Section 3. It shall be unlawful for any person delivering ice in said city which has been sold by weight to refuse upon demand to allow the customer to whom said ice is being delivered, provided such customer is present at time of weighing to witness the weighing of the same at the time of such delivery, or to refuse upon demand and therefor to furnish to such customer provided he or she is present a written statement of the actual number of pounds of ice delivered to such customer at the time of such delivery. Provided however if such customer be not present at the time of such weighing, the weighing by such person so delivering such ice shall be final and conclusive.

Section 4. Any person who shall violate any of the provisions of this ordinance shall, on conviction thereof, be fined in any sum not less than two Dollars nor more than

and also for the first office and not less than
two others nor more than fifty others for any
subsequent office.

Section 5 This ordinance to be in full force and effect
from and after its passage official by the Mayor and
the legal publication thereof

Walter E. Cook,

I am at the Council Chamber in the City of Fort Wayne
Indiana on the 14th day of August 1906

We hereby certify that the Council Chamber of the City of Fort
Wayne Indiana at a regular meeting held on the 14th
day of August 1906 by a majority vote of all the members
elect did pass the ordinance herewith attached and known
as Council Ordinance No 291

W. E. Schriener
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 18th day of
August 1906

J. Frank Mungovan
City Clerk

Certified this 20th day of August 1906

William J. Rosey
Mayor

Ordinance No. 292

Introduced by
H. C. Cook

An ordinance requiring the securing or shading of electric arc headlights on interurban or other electric cars, and prescribing a penalty for the violation thereof.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, Indiana, That it shall be unlawful for any person, firm, company or corporation, owning or controlling any interurban or other electric car, having an electric arc headlight, to operate the same in and upon the streets and alleys within the corporate limits of said city unless the headlights on such cars are secured or shaded to the extent that the light emitted therefrom shall not interfere with the vision of approaching persons or animals.

Section 2. Any person, firm, company or corporation who shall violate the provisions of this ordinance shall, on conviction therefor, be fined in any sum not less than ten dollars nor more than twenty five dollars.

Section 3 This ordinance to be in full force and effect from and after its passage approval by the Mayor and the legal publication thereof

Attest:

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of August 1906

We hereby certify. That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 14th day of August 1906 by a majority vote of all the members elected did pass the ordinance herewith attached and known as General Ordinance No 292

H. C. Schrier
President

J. Frank Munro
City Clerk

Presented to the Mayor for approval on the 18th day of August 1906

J. Frank Munro
City Clerk

Approved this 20th day of August 1906

William A. ...

Harrison Ordinance No 293

An ordinance ratifying and approving a contract entered into by and between the city of Fort Wayne and Fort Wayne Traction Company, on the 27th day of July, 1906, granting to said Company the right to lay certain tracks on and adjacent to said street.

Whereas, heretofore on the 27th day of July, 1906, the city of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne and Valparaiso Valley Traction Company, granting to said Company the permission and authority to lay and construct certain tracks on Maiden Lane and branch streets which contract is in the following tenor:

The agreement made and entered into this 27th day of July 1906 between the city of Fort Wayne Indiana, by and through its Board of Public Works, Party of the first part, hereinafter called "the city," and the Fort Wayne & Valparaiso Valley Traction Company a corporation duly organized under the laws of the State of Indiana, Party of the second part, hereinafter called "the traction company", is as follows:

Whereas, the party of the second part has an option to purchase and is about to purchase lots numbered 559 and 560 in Harrison's Addition to the city of Fort Wayne, Indiana and to erect thereon suitable buildings for a station for receipt and discharge of express matter and freight, provided the consent, authority and permission of said city is obtained to construct and maintain the necessary side or spur tracks in order to utilize said ground and buildings for such purposes, and;

Whereas, it is desired on the part of said city that such station be built, and thereby avoid loading and unloading of such express matter and freight on the streets or across the sidewalks of said city,

Now Therefore, in consideration of the premises, and of the mutual and several covenants herein contained, it is hereby agreed by and between said parties as follows:

1. Consent, authority and permission be and are hereby given and granted by the city to said Traction Company, its successors and assigns to construct, maintain and operate side or spur tracks from its main track on Pearl Street to the

North side thereof leading into said lots; also a track from its main track on Pearl Street to and along the east side of Maiden Lane to the north end thereof, the west rail thereof to be not more than 7 feet and 6 inches from the west line of property on the east side of said Maiden Lane, and a siding or passing track on the north side of said main track on Pearl Street, all as shown on the map and plan thereof attached hereto and made a part hereof, together with the necessary poles, wires, curves, switches, turn outs and other necessary appliances to connect the same with said main track, for the purpose of transporting cars of the said Traction Company its successors and assigns, and all such other material, electric locomotives operating, intermediate street cars and cars, said city, over the tracks of said company as may desire and be permitted to use said station; said track on Maiden Lane shall not be used for the purpose of loading and unloading cars to or from wagons or other vehicles on said street, but said track, may be for the purpose of loading and unloading cars from and into said station.

2. Said track shall be constructed and maintained on the grade of said street as now or hereafter used and changed by the city, except that such curves, and spur tracks leading into or along the side of said lots may be laid on a level with the center of said Pearl Street, but said Traction Company shall so construct the same, and shall construct and maintain a drain under said track so as to permit and not to obstruct the free flow of water along the north side of said Pearl Street, said drain to be constructed under the supervision and to the satisfaction of the Board of Public Works of said city, and the paving on said Pearl Street that may be taken up in the construction of said track or any of them shall be replaced in as good condition as the same now is, and under the supervision and to the satisfaction of said Board of Public Works, and so that the top of said paving shall be flushed with the tops of the tracks on said street, and the same shall be maintained so that said tracks shall not interfere with the free use of said street by other vehicles passing along the same. Said Traction Company shall uphold to the broker's owner the value to be determined by the City Civil Engineer of said City of the pavement on said Pearl Street lying between a line one foot north of the north rail of the present track and a line one foot north of the north rail of said additional track.

3. The rights, privileges and franchises hereby given and granted shall be subject to all the terms, conditions and

covenants in relation to the maintaining and repairing of said side, spur and passing tracks and including both of the spaces between the rails and twelve inches outside of the outside rail thereof in the certain contract entered into between the City by and through its Board of Public Works, and George Townsend, William S. Reed and Charles C. Miller, bearing date of November 3rd 1900 and any amendments thereto under and by virtue of which said Traction Company now maintains and operates its said main track on Pearl Street, such of said terms, conditions and covenants so contained in said contract to be as binding upon said Traction Company as if the same were copied and set forth in this contract, and reference is hereby made to the same as a part of this contract. Provided however that said building or buildings for said station shall be built of fire proof materials, and the said side passing and spur tracks, leading into and along the same may be used as long as said Traction Company, its successors and assigns, shall maintain and use said main track on said Pearl Street and shall maintain and use said lots for such station, but the said side and spur tracks and said side or passing track constructed hereunder shall not be used for the storage of cars, and cars shall not be permitted to remain any unnecessary length of time on said tracks or any of them.

4. In consideration of the privileges hereby granted the said City of the second part hereby agrees to purchase or otherwise acquire said lots and to proceed with all reasonable diligence to erect thereon a suitable building or buildings of fire proof materials for such station purposes and that as soon as said building or buildings are constructed it will no longer permit any of its cars to be stored or standing longer than necessary in the proper operation thereof on any of the streets of said city, and that all its cars carrying freight or express matter shall be loaded and unloaded while standing on or within the said lots, or on said side track next thereto on the east side of Maiden Lane, and that it will permit the cars of all other Interurban Electric Companies operating in said city over its tracks to use said station for such purposes on reasonable terms to be agreed upon between said Companies, provided if said Traction Company, its successors and assigns, and said other Interurban Electric Company or Companies cannot agree upon reasonable terms and conditions to be found by said other Interurban Electric Company or Companies to the said

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Traction Company for the use of said tracks and stations, their and in that event, the reasonable terms, conditions, and compensations for such use shall be determined by the Circuit or Superior Court of Allen County, Indiana, in a proceeding to be instituted by any of said Traction Companies for that purpose, but the failure to agree upon such reasonable terms, conditions and compensations or the institution of such suit shall not delay the use by said other Interurban Electric Railway, Company or Companies of said tracks or stations, and they shall have the right pending such suit or pending such negotiations to use the same. Provided such interurban company or companies shall give such security as may be required by and to the satisfaction of said Court for the payment of such sum or sums as may be fixed by the court.

5. It is covenanted, that said Traction Company, its successors or assigns, shall first or give after four days' notice by said Board of Public Works to perform any of the agreements on its part to be performed herein contained, the said city may at its option, by and through its Board of Public Works, cause to be done any work, as may be agreed herein, to be done by said Traction Company, and charge the cost thereof to and collect the same from said Traction Company, its successors or assigns, with attorney fees.

6. Said Traction Company further covenants and binds itself to keep and hold said city free and harmless from any and all liabilities from any and all damages, loss, costs and expenses that may accrue to any person or persons, property, or said city on account of any injury to said person or property growing out of or connected with the construction, maintenance or operation of said tracks, or the operation of any cars thrown by said Traction Company, its successors or assigns or on account of the failure of said Traction Company, its successors or assigns to perform any of the conditions herein contained to be performed on its part, and in case suit shall be instituted against said city on account thereof, said Traction Company upon notice to it by said city shall appear to and defend such suit at its own expense, and in the event that any judgment or judgments are rendered in any such action against said city, the said Traction Company shall pay such judgment or judgments with all costs, and hold said city harmless therefrom, and said Traction Company shall, before exercising any of its rights and privileges hereby granted, execute to said city a good and sufficient bond in the sum of Five Thousand Dollars with the Federal Union Surety Company as surety thereon conditioned that it will so save and

city harmless, and for the faithful performance by said Traction Company, its successors or assigns, of all the conditions and provisions contained in this contract to be performed on its part, and will, from time to time, whenever deemed by said Board of Public Works renew said bond

In witness whereof said parties have hereunto set their hands and seals this day and year first above written.

City of Fort Wayne
By Edward J. Lemmon
Henry Schuette
(Jesse Thomas)
Its Board of Public Works

Fort Wayne and Wabash Valley Traction Co.
Attest. J. M. Barrett, By C. D. Emmons
Its General Counsel Its General Manager

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for entered into on the 27th day of July 1906, by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Company granting to said Company the permission and authority to lay and construct certain tracks on Maiden Lane and Pearl Streets as fully set forth, in the preamble hereto be and the same is hereby in all things confirmed and approved.

Section 2: This ordinance to be in full force and take effect on and after its passage and approval by the Mayor
W. C. Schuette

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of August 1906

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of August 1906, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance #293

W. C. Schuette

President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 18th day of August 1906

J. Frank Mungovan, City Clerk.

Approved this 20th day of August 1906

William J. Hasey Mayor

Introduced by
H. A. Bayne
D. E. Cook

An ordinance ratifying and approving a contract entered into by and between the city of Fort Wayne by and through its Board of Public Works and the Paul Manufacturing Company on July 11th 1906, as amended August 14th 1906.

Whereas, heretofore on the 11th day of July 1906 and as amended on August 14th 1906, the city of Fort Wayne by and through its Board of Public Works entered into a contract with the Paul Manufacturing Company providing for the laying of a single track railroad across North Gallium Street which contract is as follows

This Agreement, Made this 11th day of July 1906, and as amended on the 14th day of August 1906, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part and the "The Paul Manufacturing Company" a corporation organized under the laws of the State of Indiana, party of the second part, Returneth.

Whereas, the party of the second part claims to procure a side track connecting the main tracks of the Lake Shore and Michigan Southern Railroad Company with the Paul Manufacturing Company's plant, situated on the west side of North Gallium Street in the City, in order to facilitate the shipping to and from said plant of such property as the party of the second part may desire, and

Whereas, said Railroad Company is unwilling to construct such side track for said purposes;

Therefore, in consideration of the covenants and agreements to be performed and complied with by the party of the second part as hereinafter provided, consent, permission and authority are hereby granted and given by the party of the first part to the party of the second part to construct, maintain and operate or cause to be operated a single track railroad across North Gallium Street at a point seventy-five (75) feet north of the north line of Sixth Street.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:-

1. The party of the second part, if it desires, to avail itself of the benefits of the consent, permission and authority herein granted shall cause the complete construction of said side track, within one year from the date hereof and in the event that it so avails itself of such grant, permission, consent, and authority, then it

shall cause the complete construction of such track within sixty days from the time it is ordered to be so done and within the period of one year as above stated and shall at no time in the construction of said track occupy for such purposes and shall above mentioned for any length of time in excess of five (5) days, but in the event that partly of the second part is prevented from complying with any of the above conditions by reason of any judgment or order of any court, their said Board of Public Works may grant a reasonable extension of time as to any one of the above provisions.

2. Said track shall not be elevated above and shall be constructed and maintained so as to at all times conform with the established grade of said bottom street at said point of intersection and shall grade close from one to the other and in such manner as to in no way be an impediment to the ordinary use of such street. The said street shall be kept open to the public in passing along, upon and across, said track at all times thereof; as well as a track crossing over said streets and to pass on the outside of the rails to a width of twenty feet, to be constructed by partly of second part, cross said track, and the said street shall conform with the same and shall be as new established, or to be hereafter established by said city and subject at all times to be taken up and relaid by said partly of the second part at its own expense for the purpose of re-grading, paving, repairing or repairing such street or for the purpose of constructing or repairing sewers, laying or repairing watermain or other pipes or for any public improvements. In case it becomes necessary in the opinion of said Board of Public Works to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street, as above provided, said Board shall notify said partly of the second part that it is in the opinion of said Board necessary to take up said track for any of said purposes or that said track does not conform with the grade of said street, as the case may be, and said partly of the second part shall take up said track for such purpose within such time and for such length of time as the said Board may in such notice require in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within (30) days, time from receipt of such notice in case such notice is as to the grade of such street, and upon the failure of said second

Party who do said Board of Public Works shall have the right to take up such track to make such improvements or changes as to make such tracks conform to such roads and change the route thereof to said second party, and in case said second party shall fail to pay such cost or to remove within 180 days from the time said Board shall have ended the title thereto, and title shall then a right of action to recover such cost or expense, and a civil action shall, together with a reasonable attorney fee for the collection thereof.

3. If said street shall be either beaved with a solid side track crosses the same said second party shall pay for as much thereof as lies between the sides of said tracks and for as much of the 12 feet on both sides thereof, and in case such side track is not noted said tracks shall be 12 feet wide, and shall be raised with the grade to maintain an even and a firm surface laid at the expense of second party under the lines of such tracks of six (6) inches of concrete. Said second party shall at the said tracks of and about in the manner and at such time as the Board of Public Works may direct and shall at all times look and portions of said street in a good condition of repair.

4. Said party of the second party shall at any time, have or allow to be having, to erect, fix, (5) base and along and back of the tracks, barriers, walls, to be raised and shall not load or unload any car or permit the same to stand upon said Callum Street.

4 1/2. In case hereafter the tracks of said Railroad Company shall be situated through said city, then and in that event, the grant and permission herein made to locate, and the back of the second party shall cause at its expense, the removal of said tracks, and place said streets and alleys in as good and safe condition for travel and of the same material as the same under the roof, which said second party, at its expense, causes said sidewalks to be elevated according to plans and specifications prepared by and under direction of the engineer in charge.

5. The party of the second party shall so construct and maintain its said side track in such a manner as not in any way to interfere with the drainage of the surface waters on said Callum Street and shall, when constructing said track over and across said street do the same under the direction of the Board of Public Works, and in the manner required.

Board.

6. The City of the second part further agrees and binds itself to keep and hold said city for and harmless for any and all liability and from any and all damages that may occur to any person or persons or property on account of any injury to their persons or property growing out of the construction.

Maintenance or operation of said track or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said party of second part upon notice by said City shall defend said action at its own expense in the event that judgment be rendered in said action against said City the party of the second part shall pay such judgment with all costs and hold the City harmless therefrom. Said second party shall execute to the Board of the first part a bond with sufficient surety to be approved by said Board of Public Works, payable to said City in the sum of Three Thousand Dollars (\$3000.00) conditioned for the faithful performance by said second party of all the conditions and provisions of this contract to be performed on its part and shall from time to time when requested by said Board of Public Works renew said bond.

7 - It is further agreed that if said second party fails to comply with or perform any of the provisions of Sections 1, 3, 4, 4 1/2, 5 and 6 of this contract within five (5) days of notice given by the said Board, the consent, permission and authority herein granted may be terminated by said Board and at and after such termination the second party shall forfeit all rights, remedies and claims the removal at its expense of all said track that may be laid on said street hereunder and shall indemnify said City in as good condition for track and if the same material as the remainder thereof there is.

8. It is further understood and agreed that this contract and the provisions thereof shall be binding upon the successors and assigns of the party of the second part.

9. The consent, permission and authority hereby granted shall continue for the period of thirty-five (35) years from date hereof.

Witness our hands and seals
City of Fort Worth

E. J. ...
Gen. ...
Jesse ...
Board of Public Works

Public Manufacturing ...
Hon. Gen. ...
President

Attest: ...
Secretary

Section 1. In testimony to the ... of the City of ...
... that the ... on the 11th day of ... 1906
... by the ... of
... of Public Works, ... of the
first ... the Public Manufacturing ... of the second
... the ... to ... the same
... satisfied and approved.

Section 2. That ... and ... after the ...
...
...
...

I am at the ... in the City of ...
... the 10th day of August 1906.

I do ... that the ... of the City of ...
... on the 10th day of August 1906
... the ordinance ...
attached and ... General Ordinance No 294.
President

Presented to the ... on the 18th day of August 1906
...
...

Attest: ...
...
...

Ordinance No. 295

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, Indiana, that the first lots of the city be and the same first and second lots

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, Indiana, that the first lots of the city be and the same first and second lots be running from the intersection of Superior Street and Webster Street; thence in an easterly direction to Wells Street, thence northerly on Wells Street, to Fairmount Place thence westerly on Fairmount Place, to the first alley west of Wells Street, thence in southerly direction along said alley and the west line of said alley produced in a south easterly direction and parallel with Wells Street until said west line intersects Superior Street, thence to the point of beginning.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal Publication.

Attest: (Seal)

L. H. Harrison

William A. Bayne

Done at the Council Chamber in the City of Fort Wayne Indiana on the 28th day of August 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of August 1906, by a majority vote of all the members did pass the ordinance herewith attached and known as Ordinance No. 295

W. B. Schinner

President

Frank Mungar

City Clerk

Presented to the Mayor for approval on the 31st day of August 1906.

Frank Mungar

City Clerk

Approved this 8th day of September 1906

William J. Hooper
Mayor

June 10, 1906

Let demand be made on the 10th day of August 1906, to and between the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand, and to and between the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand, and to and between the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand.

That on the 10th day of August 1906, the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand, and to and between the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand.

That on the 10th day of August 1906, the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand, and to and between the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand.

That on the 10th day of August 1906, the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand, and to and between the City of Fort Hayes, Kansas, on the one hand, and the Fort Hayes and Springfield Traction Company, on the other hand.

1. For convenience the City of Fort Hayes will be exempted by designation from the words "said City"; the Fort Hayes and Springfield Traction Company, its successors, or its assigns will hereinafter be referred to as the "said Traction Company"; and the Fort Hayes and Springfield Traction Company, its successors, and assigns, will hereinafter be referred to as the "said Traction Company".

2. Consent, permission and authority be and are hereby granted, by said City to the said party to construct, run and operate its own lines, upon and over the following lines and tracks of said Traction Company. The following lines, including an extension of a single track, shall be made by said Traction Company to the southern limits of said City, thence west on Calloway Street to its intersection with Main Street, thence, for passenger cars, east on Main Street to Clinton Street, thence, for freight cars, south on Clinton Street to Columbia Street, thence, west on Columbia Street to Calloway Street, thence south on Calloway Street to the southern limits of said City. And for mail, express and freight cars, from said intersection of Calloway Street and Main Street, over the tracks of said Traction Company, around any loops maintained by said Traction Company.

in, or when any of the streets, alleys, avenues, or public grounds, of said City, except at such station or terminals, provided that not more than one car shall be operated in any one train, without the written consent of said Board of Public Works.

5. The cars of the second party shall be propelled by electricity or other improved power and not by steam, and during the entire life of this grant shall be so operated as to render the public at all times, first class and efficient urban service. The cars shall be of the most approved pattern style and finish, and shall, at all times be kept clean, well ventilated, provided with comfortable seats for passengers, efficient lighting and heating at all times when the state of the weather renders the same necessary to the comfort of the passengers. Such cars shall be painted on the outside, and the passengers cars decorated on the inside, and repainted and redecorated from time to time, and kept in a good state of repair, so as, at all times to present a neat and attractive appearance. Each car shall be equipped with a bell and headlight and the other modern devices for the safety of passengers and employees, and each car shall have thereon a sign in printed letters, in large and illuminated letters for night service, or both in combination indicating the route and destination of such car. Such signs shall be of such size, and shall be maintained in such a conspicuous position, that the same may be readily discerned and read by people of ordinary sight; provided however, that such head light shall be provided with a ground glass screen from within the limits of said City.

6. Within the limits of said City the cars of the second party shall at all times, be required to be and shall be operated at the same rate of speed as that at which the cars of said Traction Company shall be required to be operated on the same lines, and shall not be stopped, or permitted to stand on the lines of said Traction Company, for the purpose of taking on or off merchandise, excepting at such points on the freight loads as may be agreed upon by said Traction Company, the purposes hereof being to avoid unnecessary interference with the operation of said Traction Company's cars on its said lines.

7. The second party shall, at all times, be required to so operate its cars as to not unnecessarily impede public traffic at the intersection of the public streets, avenues or alleys of said City and shall not, except to avoid accidents, stop the cars on any cross streets. Whenever any horse, team or vehicle, or other urban or street car, shall be met or overtaken by any car of the second party, the driver of such horse, team or

...the right of way to such car, nor shall any person
...construct or interfere with any car of the second party
...stationing, or driving or causing to be driven, at a slow pace,
...team, wagon or other vehicle, on along, across or
...the track on which such car is to be operated, after being
...notified by the motorman by the ringing of a bell or otherwise of
...of such car.

8. The second party shall conform in all respects to the laws
of the State of Indiana, and the laws and ordinances of said
city now in force or to hereafter become in force, and to all
other laws, authority, or decrees to the management,
operation and control of its cars, in so far as the same shall
concern the health and safety of its patrons and public.

9. Whenever any street or road, or any part thereof, on which
the second party shall care, construct and operate its interurban
line of railway, is brought within the limits of said city, the
second party shall pave with the same kind of material used
in paving the remainder of such street or road, the spaces
between its rails including the space between its tracks
with its own double track or switches, the twelve inches
on the outside of the outside rail of its tracks, and place
underneath such rails and the ties thereunder, a six inch
concrete foundation, and replace the same whenever and
as often as the remaining portions of said street are paved
or repaired by said city, and keep and maintain the same
in repair as ordered and directed by said Board of Public Works.
Such paving shall be done, as to material and manner,
according to plans provided by said Board of Public Works
and under specifications furnished by the City Civil
Engineer of said city, and in pursuance of such plans,
it is understood and agreed, however, that the second party
shall not be required to pave or repair such portions of such
street or road with any more expensive material, nor in a
different manner than that with and in which the remaining
portions of said street or road are paved and repaired; and it
is further agreed that all poles used and maintained upon
such paved street or roads shall be of iron.

10. It is agreed by and between the parties hereto that one of
the principal considerations for the grant hereunder, is the agree-
ment and undertaking by the second party to have built, equipped
and in operation a continuous line of interurban railway from

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the City of Mesquite Springs to the City of Fort Wayne on or before the 1st day of January 1907 and failure on the part of the second party to have such continuous line of interurban railway constructed, equipped and in operation between and within said period of time shall operate to terminate and forfeit all rights of the second party hereunder, and under the grant hereunder null and void unless such failure shall be due to acts of Providence, litigation or unavoidable delay, in which event the Board of Public Works of said City may, at its option, grant a reasonable extension of time, providing that such extension of time shall be approved by the Common Council of said City. In the event that a line shall be constructed, equipped and in operation for a period of twelve months as herein provided, the second party shall thereafter and within the term of this contract make it or cause to be made at least one car each hour from the City of Mesquite Springs to the City of Fort Wayne, between the hours of 6 o'clock A.M. and 11 o'clock P.M., and over any portion of the line or route herein specified, unless by accident unavoidable illness or acts of Providence, it becomes impossible to do, then all rights granted hereunder shall terminate and be forfeited, and this contract shall be null and void.

11. Said second party hereby agrees to at all times defend and save harmless and indemnify said City from any and all damages, lawful claims, demands, costs and expenses caused by any injury to any person or property produced by or growing out of the construction, improvement and operation by said second party of its cars under the rights and privileges herein granted, and will save, and agree hereby to save, said City harmless and indemnify it from any and all damages to persons or property, growing out of the exercising by the second party of the rights, powers and privileges herein granted, or from the execution by the second party of the same, or out of any failure by the second party to perform any of the duties herein imposed upon it, and the second party shall, upon the request of said City, defend at its own expenses, and meet all actions that may be instituted against said City to recover any of the damages above specified, either in its own name or in the name of said City; and as the executor of the City of the second party, and will pay any and all judgments with all cost that may be rendered against said City in any such action or actions, and will hold said City harmless therefrom, and said second party shall before operating cars under this contract execute a bond in the sum of (\$10,000) to said City with sufficient surety thereon to be approved by said Board of Public Works, conditional for the faithful performance by second party

of the provisions of this section of this contract, and shall from time to time renew the same whenever requested by said Board so to do.

12. It is further agreed by the parties hereto that all rights, powers, franchises granted hereunder to the second party to construct and operate its cars on, along and over the said lines of said Traction Companies in said City shall continue and in force until September 9th 1937, it being the term of the expiration of the franchise of said Traction Company, and all the terms, conditions and covenants of this contract shall be binding and conclusive for that period of time on both parties hereto. The second party recognizes and agrees that said continuations of time is a chief consideration for, and an essential and governing condition of this contract and hereby binds itself, its successors and assigns, that at the expiration of said period it will peaceably yield possession of all parts of the streets, avenues and other public ways in said City, and its cars are then run and operated, and cease the operation of its cars on said streets, avenues and other public ways, and shall forthwith make no claim of any kind to exercise any rights whatever under the grant herein made.

In Witness Whereof said parties have hereunto set their hands and seals this 13th day of August 1906.

The City of Fort Wayne
By: Edson and Linn
Henry Schwartz
The Board of Public Works

Attest R.H. Becker.

Attest.

The Fort Wayne & Springfield Railway Co.
By: W.A. Fledderjohann.
The President.

Attest R.A. Fledderjohann, Sec.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 13th day of August 1906, entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Fort Wayne & Springfield Railway Company, authorizing said Company to enter the City of Fort Wayne on the tracks of the Fort Wayne & Malabar Valley Traction Company, as fully set

forth in the Executive Senate, be and this case is hereby put into things
ratified and approved.

Section 2: That the same be and is hereby put into things
ratified and approved by the Senate.

Witness my hand and seal this 1st day of September 1906.

I was at the Executive Senate on the 1st day of September 1906.
Said Senate on the 2nd day of September 1906.

At the Executive Senate of the State of New York
Said Senate, at a regular meeting, held on the 30th day
of August, 1906, by a majority vote of the members present
passed the following resolutions, to-wit: and known as
General Ordinances No. 296.

J. C. Sullivan
President

Frank Munroe
Clerk

Presented to the Senate for adoption on the 31st day of August 1906.

Frank Munroe
Clerk

Obtained this 20th day of September 1906.

Thos. W. Sullivan
Clerk

City of Fort Wayne, Ind. 297.

Whereas, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the C. L. Alder Construction Co.,

for the laying of a water main on Leonard Avenue, which contract is as follows:

Witnesseth, made this 3rd day of August 1906, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and the C. L. Alder Construction Company, party of the second part, Witnesseth;

That the second part has agreed and does hereby agree with the first part that, for and in consideration of the sum of money to be paid to it by the party of the first part as hereinafter more fully provided, to lay and construct 3000 feet of six inch pipe with lead and gasket joint on Leonard Avenue in Forest Park Addition to the City of Fort Wayne, with all necessary crosses, tees, hydrants and valves and boxes, according to the manner, and under the conditions herein in the specifications for said work being the specifications on file in the office of said Board of Public Works, Water Works Department, which for identification have been signed by the parties thereto, and which are hereby made a part of this contract, the same as if fully set forth herein.

It is agreed by the party of the first part, that it will pay to the party of the second part for all the work and labor to be so performed as follows:

21 cents for each linear foot of 6 inch water pipe on said Leonard Avenue; \$4.50 for each in cross, laid and connected; \$2.50 for each 6 inch valve and box; \$1.00 for each 6 inch tee; and \$5.00 for each hydrant; all the pipe, crosses, tees, hydrants, valves, boxes, lead, humps &c. to be furnished by the party of the first part, and the sum to be so paid to the party of the second part to be in full for all the work and labor in the laying of said pipe, the placing of said crosses and tees, and the setting of said hydrants, valves and boxes.

It is further agreed that the party of the second part may be required by the party of the first part to lay and construct more than said 3000 feet of water pipe, but in case the said party

more than said 3000 feet of water pipe or less, ^{than} that quantity, the party of the second part shall only receive compensation at the above specified rate for the actual number of lineal feet so ordered by the party of the first part; and the party of the second part further agrees that it will place as many crosses and tees, and set as many hydrants, valves, and elbows as it may be requested to do by the party of the first part.

Work shall be commenced by the party of the second part as soon as said city shall receive such pipe and other materials, and shall be completed within thirty days from the time work is commenced, and to the satisfaction of said Board of Public Works.

It is further agreed by the party of the second part, that it will not incur said city, damages for injury and other damages that may occur to said city or to any person or property growing out of or connected with the performance by the party of the second part of this contract, and will appear to and defend any and all actions that may be instituted against said city for the recovery of any such damages, and in case any judgment or judgments are rendered against said city in any such actions, the party of the second part shall pay the same, and said party of the second part shall execute to said city a bond with sufficient surety in the sum of \$10,000, conditioned that it will so save said city harmless, and that it will faithfully and properly perform this contract.

This contract shall not be binding upon the party of the first part until the same has been approved and ratified by the Common Council of said city.

Witness our hands and seals this 3rd day of August

City of Fort Wayne

By: C. S. Dennis

Julian F. Franke
Clerk

Henry Schivatz

James D. Brown

Its Board of Public Works

The L. C. C. Construction Co.

By: L. C. C.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 3rd day of August 1906 entered into by and between the City of Fort Wayne by and through its Board of Public Works, and the L. C. C. Construction Company,

for the laying of the water main on Green Avenue, as fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

Section 2: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

J. M. Henry,

At the Council Chamber in the City of Fort Wayne
Indiana, on the 11th day of September 1906

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 11th day of September 1906 by a majority vote of all the members elect did pass the ordinance hereto attached, and known as General Ordinance No 297.

H. C. Schivier
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 15th day of
September 1906

J. Frank Mangrove
City Clerk

Approved this 20th day of September 1906

William J. Henry
Mayor

Warrant Under the Act of 1806

And in witness whereof, the said City of Fort Wayne and Pioneer Coal and Wood Company, on the 31st day of July 1906, relative to the purchase by said City of

Whereas, on the 31st day of July 1906, the City of Fort Wayne entered into a contract with the Pioneer Coal and Wood Company, providing for the purchase of a year's supply of coal by said City from said Company, which contract is in the following

Witnesseth, made this 31st day of July 1906 by and between the City of Fort Wayne by and through its Board of Public Works, First of the first part, and Pioneer Coal and Wood Company, Second of the second part, Witnesseth;

That in consideration of the purchase by said City from the said Company of the second part of its year's supply of coal, from the 1st day of January 1907 to the 31st day of December 1907, in the manner hereinafter provided, the party of the second part hereby agrees to furnish to the party of the first part during said period of time such quantity as said City may desire of the following described coal, and for the price set opposite the same respectively

Domestic Lump

\$ 1.00

3/4 Lump

1.30

Mine Run

1.15

Sub

95

Sub

Smithers Coal & Coke Co.

Mine Run

1.00

3/4 Lump

1.30

Pittsburg No. 8

3/4 Lump

1.30

Mine Run

1.15

N. Va. Fairmount District

Mine Run

1.00

3/4 Lump

1.30

Said City to buy from the said Company all of the coal used by it during said period of time, so long as the same is

and quantity is satisfactory to said Board of Public Works and the same to be shipped and billed direct from miner to said city on either the Lake Shore and Michigan Southern Railroad or the New York, Chicago and St. Louis Railroad as may be directed from time to time by said Board of Public Works and at such places in said city as said Board may direct.

Said city to pay all freight on all coal so purchased by it and it is understood and agreed that the freight rate for all coal shipped from the Sunday Creek Hocking Valley Mines shall not exceed \$1.35 per ton, and the freight rate on all coal shipped from the West Virginia Mines shall not exceed \$1.60 per ton, but if lower freight rates can be obtained by party of the second part then said city shall pay no more than the actual freight rate so obtained.

It is mutually agreed between the parties hereto that payments by first party shall be made to second party on or before the 15th of every month based upon invoice weights on all coal delivered as aforesaid during the month previous thereto. The strict performance of this contract by the party of the second part and the prompt deliveries of coal thereon on cars at said mine as aforesaid shall be subject to delays occasioned by strikes, accidents and other unavoidable temporary casualties in the operation of said mines, and want of car supply, and failure of Railway companies to deliver and place cars at the mines for loading, or other causes beyond the control of the said party of the second part.

It is further agreed between the parties hereto that after the delivery of said coal on board of cars by said party of the second part, said party at the request of the first party, and the agent of the party of the first part, will use its best endeavors with carriers to have said cars of coal delivered as aforesaid billed and sent forward promptly to destination.

It is also agreed between the parties hereto, and the party of the first part covenants that the coal to be furnished under this contract is to be used only in the pumping stations of the party of the first part known as number 1 and number 2 pumping stations in connection with its water works system, and shall not be sold or delivered to other parties or purposes.

The prices made in this contract are based upon the present mining rate of 90 cents per ton for Picked Mined 1st Hocking Lump and 86 2/3 for Picked Mined 2nd Cedar Grove Lump coal. If coal shall advance or decline as said rate of mining may advance or decline during the period of this contract.

It is further agreed and understood by the parties hereto that the option herein given to said City of having said coal shipped to it on either of the two above specified railroads, shall not in any manner increase the freight rates hereinbefore mentioned, and all freight rates over and above that mentioned in this contract shall be paid by party of the second part.

This contract shall not be binding or take effect until the second party shall present to the body of the first part a bond in the sum of Six Thousand Dollars, with sufficient surety thereon to be approved by the Mayor and City Comptroller of party of the first part, and conditioned for the faithful performance by body of the second part of all terms conditions and agreements herein to be performed by it and until this contract be duly ratified and approved by the Common Council of said City.

Witness our hands and seals this 31 day of July 1906

The City of Fort Wayne

By E. J. Lemmon

Mayor

per seal this day

The Board of Public Works

Pioneer Coal and Wood Co.

By L. E. Mordling

The President

W. H. H. H.

The Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne. That the contract heretofore on the 31st day of July 1906 entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Pioneer Coal and Wood Company, are fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Attest this day

Done at the Council Chamber in the City of Fort Wayne Indiana on the 11th day of September 1906

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 11th day of September 1906, by a majority vote of all the members elect did pass the ordinance herewith attached, and known as General Ordinance No 298,

W C Schivier
President

J Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 15th day of September 1906

J Frank Mangovan
City Clerk

Approved this 20th day of September 1906

William D. Sawyer
Mayor

Ordinance

Introduced by
J. H. Welch
under

An ordinance annexing certain territory to certain wards in the City of Fort Wayne made necessary by the annexation of said territory to said City, as amended on September 11, 1888.

Section 1. Be it ordained by the common council of the City of Fort Wayne that the following described territory within the corporate limits of said City be and the same is hereby annexed to and made a part of the first ward in said City, commencing at the intersection of the center line of Walter Avenue and the north line of Lake Side Park Addition, thence running north along the center line of said Walter Avenue to the center line of the Richville State Road, thence west along the center line of said Road to the center line of Malcolm Street, thence north on the center line of said Street to the north line of Pittsford Addition, thence northwest along the north line of said addition to the center line of the St. Joseph Gravel Road, thence northeast along the center line of said road to the center line of Charlotte Avenue, thence west along the center line of Charlotte Avenue, to the center line of Charlotte Avenue produced west to the center line of the St. Joseph River, thence along the center line of the St. Joseph River to its intersection with the north section of the bridge crossing said river on the Richville State Road, thence along said railway to the east bank of said river, thence following the meanderings of the south bank of said river, to its intersection with the north line of said Lake Side Park Addition.

Section 2. That the following described territory be and the same is hereby annexed to and made a part of the second ward in said City commencing on the east bank of the St. Joseph and Maumee Rivers at its intersection with the center line of the Columbia Street Bridge, thence running in a northeasterly direction following the meanderings of the said St. Joseph River to its intersection with the township line between Washington and Wayne Townships, thence to the west bank of Spy Run Creek, thence in a southeasterly direction following the meanderings of said creek and the meanderings of the St. Mary's River until the west line of said River intersects with the east line of Calloway Street extending north, thence south to where the south bank of said river intersects with the east line of Calloway Street.

Section 3. That the following described territory be and the same is hereby annexed to and made a part of the fifth

City, commencing at the point of intersection of the east line of the right of way of the Lake Shore and Michigan Southern Railroad with the north bank of Mill Creek, thence south-westerly following the east line of said right of way to the south line of section 3 in Township 30 north, range 12 east, thence east along said section line to its intersection with the west bank of the St Marys River, thence north east following the meanders of said River to a point directly east of the beginning point, thence west to the place of beginning; and commencing at the intersection of the west line of the right of way of the Grand Rapids and Indiana Railway Company with the north line of the Old Canal Property, thence running along the north line of said Canal property to the south line of the right of way of the New York, Chicago and St. Louis Railroad, thence running along said south line to its intersection with the west line of the right of way of the Grand Rapids and Indiana Railway Company, thence along said west line to the place of beginning.

Section 4. That the following described territory be and the same is hereby annexed to and made a part of the sixth ward in said city commencing at a point where the center line of Reidmiller Avenue produced north intersects with the north line of the right of way of the Pittsburg, Fort Wayne and Chicago Railroad, thence west along the north line of said right of way to the east bank of the St. Marys River, thence south along the east bank of said River to its intersection with the south line of Tracy's Sub-Division of Ewings Add-lots number 15, thence east along the south line of the said sub-division to the center line of Reidmiller Avenue, thence north along the center line of said Avenue and said line produced north to the place of beginning.

Section 5. That the following described territory be and the same is hereby annexed to and made a part of the ninth ward in said city, commencing on the center line of Spring Street where it intersects with the center line of Jesse Avenue, thence west along the center line of Spring Street to the west line of the right of way of the Grand Rapids and Indiana Railroad, thence south along the west line of said right of way to the south line of the right of way of the New York, Chicago and St. Louis Railroad, thence east along said last mentioned right of way to its intersection with the north line of the Old Canal Property, thence in a northeasterly

the center along the north line of said canal, property to a point opposite the southeast corner of lot 6 on Baker's Addition.

Also commencing at the point of intersection of the center line of Rock Street and Archer Avenue, thence running in a northerly direction along the center line of said Rock Street to the center line of St. Joseph Avenue as called, thence east along the center line of St. Joseph Avenue as called to the center line of St. Joseph Avenue produced east to a point 150 feet west of the west line of North Clinton Street as called, thence running in a northerly direction and parallel with North Clinton Street as called to a point due west of the south railing of the bridge crossing the canal fender at Sp. Ave. Avenue, thence east to the west bank of the old canal fender, thence southeasterly following said west bank and the west line of the canal fender addition to the east line of the Lake Shore and Michigan Southern Railroad; and also commencing at the center line of the St. Joseph River where it intersects with the center line of the Hicksville Road thence north along the center line of said River to a point 250 feet north of the north hand railing of the bridge crossing the old canal at the Centlivre Drawing, thence due west to the west line of the old fender canal property, thence south along said west line to its intersection with the canal fender addition, thence along the west line of said addition to its intersection with the east line of the Lake Shore and Michigan Southern Railway, thence south on said east line to its intersection with the center line of Mill Road, thence east on said center line to the west bank of Dry Run, thence down said bank past the sawmills of said Dry Run to the townships line between Wayne and Washington townships, thence east to the center line of the St. Joseph River, and thence following said center line to the place of beginning.

Section 6. That the following described territory be and the same is hereby annexed to and made a part of the tenth ward in said city commencing at the intersection of the center line of Hanna Street with the center line of Eckert Avenue, thence south on the center line of Hanna Street to the south line of out-lot number 4 of Pugh's out-lots, thence east on the south line of said out-lot number 4 to the east line of said out-lots, thence north on the east line of said out-lots to the center line of Eckert Avenue, thence west on the center line of Eckert Ave to the place of beginning. Also commencing at the intersection of the center line of Mc Kee Street and the center line of Smith Street, thence east on the center line of Mc Kee Street produced east to the center line of Hallen Avenue, thence north along the center line of Hallen Avenue to the center line of Pontiac Street, thence west on the center line of Pontiac Street to the place of beginning.

center line of Smith Street, thence along the center line of Smith Street to the place of beginning.

Section 7. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John H. Welch.
M. Mayor

Done at the Council Chamber in the City of Fort Wayne
Indiana, on the 11th day of September 1906.

I do hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 11th day of September 1906, by a majority vote of all the members present did pass the ordinance herewith attached and known as General Ordinance 299.

W. L. Coleman
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 15th day of September 1906.

J. Frank Mangrove
City Clerk

Approved, This 20th day of September 1906.

William J. Hanson
City Clerk

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General Ordinance No 300.

An ordinance specifically directing the Board of Public Works to erect, or cause to be erected, a municipal electric light works, and providing for the submission of that question to the voters of the city at the general election to be held in November 1906.

Whereas, on September 27th 1898, the Common Council of the city of Fort Wayne, by the adoption of a committee report, declared in favor of the construction of a Municipal Electric Light Works and at the same time caused to be placed in the tax levy of said city a levy of two and one half cents on each one hundred dollar valuation of the taxable property of said city and continued thereafter to place in the tax levy of each year an item for the same purpose, from time to time increasing the same, and

Whereas, there has accumulated for the purpose of the construction of such Municipal Electric Light Works the sum of one hundred and twenty one thousand four hundred dollars and 7/100th of a dollar, which sum will be increased by the collection of the second installment of taxes for 1906 about ten thousand dollars, making the total amount of said fund, after the collection of said taxes about one hundred and thirty one thousand four hundred dollars and 7/100th of a dollar, which sum is in the opinion of the Council sufficient for the whole construction of such works, and

Whereas, there is to be held, in the City of Fort Wayne and County of Allen on the 6th day of November 1906 a general election and, in the opinion of the Council, a majority of the voters of said city are in favor of the construction maintenance and operation by said city of such works, Therefore,

Section 1. Be it ordained, by the Common Council of the City of Fort Wayne, that the Board of Public Works of said City be, and be constructed, by contract or otherwise, maintain and operate a Municipal Electric Light Works, for the purpose of supplying such city and the inhabitants thereof, with the use and convenience of such works

Section 2. That the question of the construction, maintenance and operation by the city of Fort Wayne of a Municipal Electric Light Works be submitted to the qualified voters of said city at the general election to be held in said city and county on the 6th day of November 1906, to determine whether or not a majority of such

voters voting on such questions are in favor of the construction, maintenance and operation of such works

Section 3. That the Mayor, and Board of Public Works, of said city, be and they are, hereby authorized and directed to cause a proper notice to be given to the qualified voters of said city of the submission to them of said question at the general election to be held on said 6th day of November

Section 4. That this ordinance be in full force and take effect from after its passage and approval by the Mayor

W. C. Schwinn
Phillips H. Myers
John H. Welch
R. H. Harrison
G. B. Starnes
Chas. A. Rodenbach
William A. Beyer
Michael Kinder
J. M. Kimmey

Done at the Council Chamber in the city of Fort Wayne Indiana on the 25th day of September.

We Herby Certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 25th day of September 1906, by a majority vote of all the members elect. did pass the ordinance herewith attached and known as General Ordinance No 300,

W. C. Schwinn
President

J. Frank Munigovau
City Clerk

Presented to the Mayor for approval on the 1st day of October 1906.

J. Frank Munigovau
City Clerk

Approved this 2nd day of October 1906

William J. Hasey
Mayor

245

Ordinance No 301

That the same be in full force and effect for the year 1906

Introduced by
John H. Welch

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, Indiana, that a levy of \$1.00 upon each \$100.00 of assessed valuation of all property within the corporation limits of the City of Fort Wayne, Indiana, be made for the year 1906.
That the above levy be divided as follows.

General purposes and interest	\$.84
Sinking Fund.	.05
Anthony Wayne Monument Fund.	.00 1/4
Fireman's Pension Fund.	.01
Police Pension Fund.	.01
Municipal Electric Light Fund	.07 1/2
Market House Fund.	.01 1/4

Also that there shall be collected from each male inhabitant liable by Law, a poll-tax of \$2.00

Section 2. That all taxes shall be collected by semi-annual installments

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John H. Welch,

Done at the Council Chamber in the City of Fort Wayne Indiana on the 25th day of September 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 25th day of September 1906, by a majority vote of all the members did pass the ordinance herewith attached and known as General Ordinance No 301

W. C. Schmitt
President

J. Frank Mangum
City Clerk

Presented to the Mayor for approval on the 1st day of October 1906

J. Frank Mangum
City Clerk

Approved this 2nd day of October 1906

William J. Henry,

Ordinance extending the City limits and annexing certain territory to the City of Fort Wayne Indiana as amended October 9th 1906

Section 1: Be it enacted by the Common Council of the City of Fort Wayne Indiana, that the territorial limits of the City be and are hereby fixed and extended as follows: Commencing at the center line of Euclid Ave with its intersection of the south line of the right away of the Pittsburg Fort Wayne and Chicago R.R. thence south east following said right away line to its intersection with the center line of Savannah Ave, thence south on the center line of Savannah Ave and the center line of Savannah Ave, produced south to the center line of Pontiac Street, thence west on the center line of Pontiac Street to the present city limits line thence north following the present City limits line to the place of beginning.

Be it further enacted that the property included within the limits herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne Indiana and subject to taxation for City purposes.

Section 2: This ordinance shall be in full force and effect on and after December 1st 1906 and its approval by the Mayor and legal Publication.

Wm. H. B. Johnson,

Done at the Council Chamber in the City of Fort Wayne Indiana on the 9th day of October 1906,

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of October 1906 by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 302

W. C. Schmitt

President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 12th day of October 1906

J. Frank Mungovan
City Clerk

Approved this 13th day of October 1906

Wm. J. Hooley
Mayor

217

Second Ordinance No 30.

Introduced by, C. L. Seidel
Clerk of the Council regulating Public Hackmen and Cab-men and
Providing a penalty for the violation thereof on the 10th day of December 1906

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any public Hackman, or Public Cabman, or driver of any public Hack, cab or coach to which are attached horses, to cause, allow or permit the coach, hack or cab in his charge, to stand and remain upon any of the public Thoroughfares of the City of Fort Wayne, during the months of November, December, January, February, and March, for a longer period of time than is necessary to take on board a passenger or out of such coach, hack or cab, without properly and sufficiently blanketing the horse or horses hitched to such coach, hack, or cab,

Section 2. That anyone violating the provisions of section one of this ordinance shall be fined in any sum not exceeding twenty five Dollars

Section 3 That this ordinance shall be in full force and effect from and after its passage and adoption by the Mayor and legal publication.

C. L. Seidel

Done at the Council Chamber of the City of Fort Wayne
Indiana on the 27th day of November 1906

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of November 1906 by a majority vote of all the members that had been the ordinance hereto attached and known as
General Ordinance No 303

W. C. Schriener
President

C. Frank Munger
City Clerk

Presented to the Mayor for approval on the 1st day of December 1906

C. Frank Munger
City Clerk

Approved this 10th day of December 1906

J. M. J. J. J.

Second Edition No 302

the water was shallow, and not sufficient to reach the outer end. I went to the bottom of the lake of Fort George, and found it was too shallow for the boats of war to go in the 18th day of October 1792.

retained *Streblospio benedicti* in the 18th day of October 1906, the
center of host tissue. By using three alternate pieces of rubber tissue,
intended to be connected with front & valves for the removal of
intubation and for a other all & finally the year 1907 which
is described in the following:

The agreement entered into on the 18th day of October 1906 by and between the City of Fort Hayes by and through its Board of Public Health, on the one hand, and Frank & Frank, Inc., of the City of Fort Hayes, on the other, for the removal of garbage, is hereby approved by the Board of the second Board, Fort Hayes; and that for the consideration hereinafter set forth, the City of the second Board shall and lawfully may collect and remove all kitchen garbage, tin cans, broken dishes and glass ware during the year 1907, from and all territory included within the limits of the City of the first Board, as well as from any and all territory which hereafter be annexed to said City, during the term mentioned in this contract; such kitchen garbage, tin cans, broken dishes and glass ware to be collected and removed in accordance with, and as provided by the specifications attached hereto and made a part of this contract the same as if such specifications and the provisions thereof were contained in the body of this contract.

In consideration of the covenants and agreements herein expressed, the party of the first part agrees to pay to the party of the second part the sum of \$4675, said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during such month as such deductions as the said Board of Public Works may be authorized to make under the terms of this contract, and the specifications so marked exhibit 'A'.

It is further agreed by the parties hereto that this contract shall not be by either of the second party assigned, in whole or in part, without the written consent of said Board of Public Works, and the second party shall and hereby agrees, to furnish a bond in the sum of \$2500. to be

approved by the Board of Public Works, conditioned that he will faithfully comply with and carry out the terms and stipulations on his part to be performed contained in this contract, and the specifications so marked exhibit "A"

Witness our hands and seals this day and year first above written

Frank A. Draker.
Mayor

City of Fort Wayne
By C. J. Lennon
Henry Schwartz
for the Board of Public Works

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that a contract entered into on the 18th day of October 1906, by and between the City of Fort Wayne, through its Board of Public Works, and Frank Draker for the removal of all kitchen garbage from said city as fully set forth in the preamble hereto, be and the same is hereby approved, ratified, and confirmed.

Section 2. That this ordinance be and be so effect from and after its passage and approval by the Mayor.

I am at the Council Chamber in the City of Fort Wayne, Indiana on the 27th day of November 1906

I hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of November 1906, by a majority vote of all the members elect, did pass the ordinance hereto attached and become an Ordinance.

C. J. Lennon
President

Frank Mangione
City Clerk

Presented to the Mayor for approval on the 1st day of December

Frank Mangione

Approved this 10th day of December 1906

Wm. J. Lennon

Ordinance No. 300

Sec. 1. and by
the Council

An ordinance authorizing the employment of certain officers, clerks, assistants and employees, fixing their compensation, salaries and wages, of the City of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when the same shall take effect,

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the officers, clerks, assistants and employees of the City of Fort Wayne Indiana shall respectfully receive the compensation, salaries and wages as hereinafter in this ordinance provided. The employment of such officers, clerks, and assistants as hereinafter named are hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the sums and amounts respectfully named for such officers, clerks and assistants,

Section 2. Such compensation and salaries for such officers, clerks, assistants and employees shall be as follows

- 1. Mayor of such City shall receive a salary at the rate of \$3000.
- 2. City Clerk of such City shall receive a salary at the rate of \$2000.
- 3. City Councilman of such City shall receive a salary at the rate of \$150.
- 4. Mayor of such City shall receive a salary at the rate of \$1000.
- 5. City Attorney of such City shall receive a salary at the rate of \$2000.
- 6. The Auditor of such City shall receive a salary at the rate of \$500.
- 7. The Comptroller of such City shall receive a salary at the rate of \$2000.
- 8. The Depute Comptroller of such City shall receive a salary at the rate of \$800.

For the Department of Public Works

Each member of the Board of Public Works shall receive a salary at the rate of \$1500, per annum.
The Clerk of the Board of Public Works shall receive a salary at the rate of \$1000, per annum

The City Civil Engineer of such City shall receive a salary at the rate of \$2000. per annum.

The Board of City Civil Engineers of such City shall receive a salary at the rate of \$85. per month.

The Superintendent of Streets of such City shall receive a salary at the rate of \$75. per month.

The Foreman of Street Division of such City shall receive a salary at the rate of \$60. per month.

The Saniter of the City Building of such City shall receive a salary at the rate of \$50. per month.

The Street Lighter of the City Building of such City shall receive a salary at the rate of \$40. per month.

The Superintendent of Parks of such City shall receive a salary at the rate of \$70. per month.

For the Board of Commissioners of such City

Each member of the Board of Public Safety shall receive a salary at the rate of \$400. per month.

The Marshal of such City shall receive a salary at the rate of \$25. per month.

The City Comptroller of such City shall receive a salary at the rate of \$12. per month.

The City High Master of such City shall receive a salary at the rate of \$60. per month.

The Chief of the Board of Public Safety of such City shall receive a salary at the rate of \$1000. per annum.

Expenses of the Police Department shall receive the following

The Superintendent of Police shall receive a salary at the rate of \$1320. per annum.

The Captain of Police shall receive a salary at the rate of \$1200. per annum.

The Lieutenant of Police shall receive a salary at the rate of \$1020. per annum.

Two Sergeants of Police shall each receive a salary at the rate of \$900. per annum.

Two Detectives of Police shall each receive a salary at the rate of \$900. per annum.

Each Patrolman shall receive a salary at the rate of \$65. per month.

Two Patrolmen shall each receive a salary at the rate of \$60. per month.

Each Station Clerk shall receive a salary at the rate of \$60. per month.

The Stationary Engineer shall receive a salary at the rate of \$45. per month.

The Stationary Engineer's Office shall receive a salary at the rate of \$100. per month.

The Engineer of the Fire Department shall

receive a salary at the rate of

\$125. per month.

Each Engineer of the Fire Department shall receive a salary at the rate of \$80. per month.

Each Stationary Engineer of the Fire Department shall receive a salary at the rate of \$15. per month.

The Stationary Engineer of the Fire Department shall receive a salary at the rate of \$55. per month.

Each Fireman of 'Class 1' shall receive a salary at the rate of \$6. per month.

Each Fireman of 'Class 2' shall receive a salary at the rate of \$15. per month.

Each Fireman of 'Class 3' shall receive a salary at the rate of \$55. per month.

The Policehouse Attendant at the Central Fire Station shall receive a salary at the rate of \$60. per month.

For the Department of Health and Charities

The Secretary of the Board of Health shall receive a salary at the rate of \$1000. per annum.

Two Commissioners of the Board of Health shall each receive a salary at the rate of \$100. per annum.

Two Special Sanitary Policemen shall each receive a salary at the rate of \$60. per month.

The Clerk in the Health Office shall receive a salary at the rate of \$420. per annum.

For the City Court of such City

The City Judge of the City Court of such City shall receive a salary at the rate of \$65. per month.

The Bailiff of the City Court of such City shall receive a salary at the rate of \$65. per month.

Section 3. The compensation, salaries and wages enumerated

and provided for within foregoing section of the ordinance.
 as to the paid or 1 of the funds of the City & manner above noted
 as to the above noted for such to appear,
 and balance to be paid at that date of each month during
 the term of service.

Section 4. All ordinances and part of ordinance in respect
 herewith was hereby repealed.

Section 5. This ordinance to be in full force and effect on and
 after its passage and approval by the Mayor.

Done, to wit, at

at the Council Chamber in the City of Fort Wayne Indiana
 on the 11th day of December

We do hereby certify, That the Council Chamber of the City of Fort Wayne
 Indiana at a regular meeting held on the 11th day of December
 1906, has in open session of all the members elected to pass the
 ordinance herewith attached and approved.
 Edward C. Harrison, Sec 305,

W. J. Harrison
 President

For and to the Mayor
 of the City

Done, to wit, the Mayor for approval on the 11th day of December
 1906,

For and to the Mayor
 of the City

Attest this 11th day of December 1906

W. J. Harrison
 Mayor,

Ordinance ()

Enacted, that the city limits of the City of Fort Wayne, Indiana, shall be and are hereby fixed and extended as follows:

Section 1. Be it enacted by the Council of the City of Fort Wayne, Indiana, that the territorial limits of the City be and are hereby fixed and extended as follows:

Beginning at the intersection of the center line of Glasgow Avenue with the intersection of the center line of Maumee Avenue; thence east along the center line of said Maumee Avenue, to its intersection with the center line of Eschall Avenue, so called; thence south on the center line of Eschall Avenue, so called; to its intersection with the center line of New Haven Avenue, so called; thence east on the center line of New Haven Avenue, so called; to its intersection with the center line of Howe Street, so called; thence south on the center line of Howe Street, so called, to its intersection with the center line of Portiac Street; thence west on the center line of Portiac Street, to its intersection with the north line of the right of way of the Findlay, Fort Wayne and Western Railroad; thence northwest following said north right of way line to its intersection with the present city limits line, thence following the present city limits line to the place of beginning.

Be it further enacted, that the property included within the lines herein indicated, shall hereafter be within the corporate limits of the City of Fort Wayne, Indiana, and subject to taxation for city purposes.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal Publication.

Walter E. Lee, Jr.

Done at the Council Chamber in the City of Fort Wayne, Indiana, on the 11th day of December 1906.

We hereby certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of December 1906, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 306.

W. C. Scherwin
President

J. Frank Mangrove
City Clerk

(The subject to the Mayor for approval on the 14th day of December, 1906.

J Frank Munger

Ordered by the Mayor. See the Mayor's communication dated November 21st 1906 printed in the Council Proceedings of January 8th 1907.

Failed to pass over the Mayor's Veto on January 8th 1907.

General Ordinance No 307

Ordered by the Mayor. See the Mayor's communication dated November 21st 1906 printed in the Council Proceedings of January 8th 1907.

Section 1. Be it enacted by the Common Council of the city of Fort Wayne Indiana, that the territorial limits of the city be and are hereby fixed, and extended as follows, Beginning at the intersection of the center line of Glasgow Avenue with the intersection of the center line of Mammee Avenue; thence east along the center line of Mammee Avenue to its intersection with the center line of Federal Avenue, so called; thence north along the center line of Federal Avenue, so called; produced north until it intersects the south bank of the Mammee River; thence westerly following the meanderings of the Mammee River until its intersection with the present city line; thence following the present city limits line to the place of beginning.

Be it further enacted, That the property included within the lines herein indicated shall hereafter be within the corporate limits of the city of Fort Wayne, Indiana, and subject to taxation for city purposes.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication,

John S. Munger

Done at the Council Chamber in the city of Fort Wayne Indiana on the 11th day of December 1906.

We hereby certify, That the Common Council of the city of Fort Wayne Indiana at a regular meeting held on the 11th day of December 1906 by a majority vote of all the members did pass the ordinance herewith attached and known as General Ordinance No 307.

W. C. Scherwin

(Presided)

J Frank Munger

City Clerk

Presented to the Mayor for approval on the 14th day of
December 1906

J. Francis, Mayor

City, Toledo

Ordered by the Mayor. See the Mayor's Communication dated
December 21st 1906. Printed in the Council Proceedings Jan 8th 1907

General Ordinance No 308

Attest
Michael Kinder

An ordinance fixing the compensation to be paid to the clerks and
employees employed by the Board of Public Works in the
management and control of the Water Works as amended on the
11th day of December 1906

Section 1. Be it ordained by the Common Council of the City of
Toledo that the clerks and employees employed by the Board
of Public Works in the management and control of the Waterworks
of said City, receive the compensation, salaries and wages as
herein provided. The Chief ^{and} Secretary of the waterworks at the rate
of Eighteen hundred dollars per year,

Assistant clerks of the waterworks each at the rate of Sixty five
dollars per month,

Cashiers and Stenographers at the rate of Forty five Dollars per month
Street Line foreman at the rate of Ninety Dollars per month
Foreman in charge of meters at the rate of Seventy five Dollars
per month

Regular meter readers at the rate of Sixty five Dollars per month
Meter Readers and Inspectors at the rate of Sixty Dollars per
month

Meter repairs at the rate of twenty six cents per hour.

Stable man and tapman at the rate of Fifty Dollars per month

Chief Engineer at the rate of Eighteen hundred Dollars per year

Regular Engineers each at the rate of Seventy five Dollars per month

Regular Foreman and Extra Engineers each at the rate of Sixty five
Dollars per month,

Regular Foreman each at the rate of Sixty Dollars per month

Extra Foreman each at the rate of Fifty five Dollars per month

Watchman each at the rate of Fifty five Dollars per month

Section 2. That this ordinance be in full force and effect from
and after its passage and approval by the Mayor and the 1st

day of January 1907.

Michael Smith.

Now at the County Chamber in the City of Fort Wayne, Indiana, on the 11th day of December 1906.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of December 1906, a majority vote of all the members elect did pass the ordinance hereto attached, and known as General Ordinance No 308

W. C. Schirer
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 14th day of December 1906

J. Frank Mungovan
City Clerk

Approved this 21st day of December 1906

W. C. Schirer

General Ordinance No 308

Introduced by
M. Henry

An ordinance requiring all persons, companies or corporations owning and operating electric street cars in the City of Fort Wayne to provide electric push buttons therein, for the convenience of passengers and providing a penalty for violation thereof.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that every person, company or corporation owning and operating electric street cars within the City of Fort Wayne, shall place or cause to be placed in all electric street cars so owned and operated electric push bells, of a sufficient number so that one of the same can be reached by passengers in such cars, from any part thereof.

Section 2. That the motorman, conductor or any person in charge of any electric street car in operation in the City of Fort Wayne, shall, when any bell referred to in section 1. of this ordinance is rung, stop, or cause to be stopped, such car, at the next intersecting street, for the purpose of allowing the person

nothing want but to align from ...

Section 3. No person, company or corporation violating any of the provisions of this ordinance shall be upon conviction fined in any sum not exceeding One Hundred Dollars.

Section 4. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and Council of the City of Fort Wayne, Indiana.

Done at the Council Chamber in the City of Fort Wayne Indiana
this 8th day of January 1907

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 8th day of January 1907 by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 307

H. C. Schwirr
(President)

J. Frank Mungovan
Clerk

Presented to the Mayor for approval on the 11th day of January 1907

J. Frank Mungovan
Clerk

Approved this 21st day of January 1907

William J. Hovey
Mayor

one year from the 1st day of January, 1907, as provided in said contract;
 Now, Therefore, it is hereby agreed by and between the parties hereto, that the said contract for the lighting & utility for the lighting of the streets, alleys and public places, of the one company to and and ordered by said city shall be renewed for a period of one year from the 1st day of January, 1907, to the 1st day of January, 1908, on the same terms and conditions as provided in section 3 and 4 of said contract so entered into between said city and the Fort Wayne Electric Light & Power Company.
 In witness whereof, said parties have hereunto set their hands and seals this 1st day of January, 1907 in duplicate

Fort Wayne Wabash Valley Traction Company
 By: C. D. Emmous
 General Manager

The City of Fort Wayne
 By: C. J. Emmous
 Henry Schwartz
 Jesse Brosius
 Board of Public Works

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Company on January 1-1907, providing for the supplying of Public Lighting to said city by said company during the year 1907 as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

Section 2: That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor

J. W. Henry.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 22nd day of January 1907.

We do hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 22nd day of January 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and forward

General Ordinance No 310

W.C. Schurmer

President

J. Frank M... ..

City Clerk

Presented to the Mayor for approval on the 26th day of January, 1907

J. Frank M... ..

City Clerk

Approved this 5th day of February 1907

Wm. A. Johnson

Personal Ordinance

Introduced by
W.B. Johnson

An ordinance requiring persons, companies and corporations owning and operating electric street cars to place on each car placed therein air brakes, and providing a penalty for the violation thereof.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that every person, company or corporation owning and operating electric street cars, in said City, shall cause to be placed on every electric street car so owned and operated a modern and improved air brake

Section 2. That any person, company or corporation failing to comply with the provisions of this ordinance shall be fined in any sum not exceeding Four hundred Dollars

Section 3. This ordinance shall be in full force and effect from and after one year after its passage and approval by the Mayor

Wm. A. Johnson

Done at the Council Chamber of the City of Fort Wayne Indiana on the 22nd day of January, 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 22nd day of January, 1907, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 310

W. C. Schivian
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 26th day of
January 1907

J. Frank Mungovan
City Clerk

Adopted this 5th day of February 1907
Wm J. Hoagy
Mayor

General Ordinances No 312

Int. ordered by
Wm J. Hoagy.

An ordinance changing the name of Maria Street to Third
Street.

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, Indiana, that Maria Street, west from St Mary's
Parish, to the City limits be known and called Third Street

Section 2. This ordinance shall be in full force and effect from
and after its passage and approval by the Mayor

William J. Hoagy

Done at the Council Chamber of the City of Fort Wayne Indiana
on the 26th day of January

We the City Clerk, That the Common Council of the City of Fort
Wayne Indiana, at a regular meeting held on the 26th day
of February 1907, by a majority vote of all the members elect
did pass the ordinance herewith attached and known as
General Ordinance No 312,

W. C. Schivian
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 2nd day of March 1907

J. Frank Mungovan
City Clerk

Approved this 4th day of March 1907

Wm J. Hoagy
Mayor

Contract. Ordinance No. 313

induced by
Hinder
An ordinance approving and ratifying a contract entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and Alexander C. Warren, doing business under the name of Hoffer Company, on the 18th day of February 1907, for the relining of the reservoir, as amended on March 4th 1907.

Whereas, on the 18th day of February 1907 the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with Alexander C. Warren, doing business under the name of Hoffer Company for the relining and redraining of the water works reservoir in the City of Fort Wayne which contract is in the following words:

This agreement made this 18th day of February 1907 by and between the City of Fort Wayne, by and through its Board of Public Works hereinafter call the board, party of the first part, and Alexander C. Warren, doing business under the name of Hoffer Company of the City of Chicago, and hereinafter called the contractor, party of the second part; Witnesseth,

That in consideration of the mutual covenants herein contained, the party of the second part hereby agrees and binds himself to re-line and redrain the water works reservoir in the City of Fort Wayne with reinforcing concrete in accordance with the provisions of this contract and in the manner provided by such provisions, and in accordance with the plans and specifications for the doing of said work on file in the office of said board, and the party of the second part in redraining and relining said reservoir shall furnish all the materials necessary for the doing of said work unless otherwise provided in this contract.

The work to be performed by said contractor shall consist in the redraining of the inside of the reservoir to the proper slope removing the surplus earth, reinforcing with concrete the bottom side lining, vertical walls footings and buttresses and all other work, and the furnishing of all material to complete the same in a thorough first class manner as herein provided, and as provided in said plans and drawings and in the following manner:

All materials furnished must be of the best quality of their respective kinds, and the work shall be carried on at such points, and in such season and order of precedence as may from time to time be directed by said board, and no portion of said work shall be sub-let or assigned by the contractor, except by and with the previous written consent of said board duly endorsed by agreement on this contract, and on the bond or bonds herein provided for

rod, iron pipes and valves as well as all steel bars for reinforcing purposes will be furnished by said board, but all other material whether for temporary or permanent use, and all labor necessary for the full completion of the work shall be furnished by the contractor, but the steel bars for reinforcing purposes will be by said board delivered at or near the base of the reservoir, but the contractor shall place the same in proper position in the concrete, and all the materials of whatever description to be furnished by said contractor shall be subject to the inspection and rejection of said board which inspection and rejection shall be final.

In remodeling of the inside slopes and the excavations for the vertical walls and footings shall be of such depth and width so as to add to the construction of the same as shown on the plans, and the banks of the reservoir must be kept true and even, and shall conform as closely to the shape and size of the outside of the concrete construction as possible, and the contractor shall reserve earth suitable for the back filling around the top of the reservoir while all excess of earth shall be delivered within six hundred feet of the reservoir site, at such points as may be directed by, and graded in a manner satisfactory to, said board.

The concrete used in the work herein provided for shall consist of one part of American Portland cement thoroughly mixed with two parts of sand and four parts of broken lime stone which shall be crusher-run and broken so that it shall not be more than one inch in any dimension, and shall be free from dirt. The sand shall be clean, sharp, coarse pit or river sand free from loam or dirt and all foreign substances shall be removed therefrom. The cement and broken stone shall be thoroughly mixed in a concrete mixer of approved design. All concrete shall be placed in position before beginning to set, and any cement, mortar or concrete which is wholly or partially set before being placed in position shall be removed and replaced at the option of said board by the contractor, and at his expense. The concrete shall be sufficiently wet to flow readily, and shall be cut down around the steel rods and next to the forms with cutting spades of proper size and design for such purposes.

All cement used for the work in this contract provided for shall be of the best quality of American Portland cement, and shall be finely ground and thoroughly burned, and any cement with a makers brand or brands which have no established reputation for uniformity shall be rejected by said board without test, and such cement shall have an inspector's certificate guaranteeing

the weight of the cement on the footings, and it shall be kept in sacks, in barrels, or in bins, and kept under cover during the entire performance of the work herein provided for, and the rights, protected from the time, named from the award, and kept dry until used, and the contractor shall keep in storage a quantity of accepted cement sufficient to secure the uninterrupted progress of the work. If any cement is rejected as herein provided for by said board, the same shall be removed by the contractor from the work within three days after notice of such rejection is given to the contractor. The cement furnished will be subject to examination and tests of such character and severity as the board shall determine. By said board, and must be a first class Portland cement, each barrel weighing at least 380 pounds, or each bag 95 pounds, and 70 per cent. by weight must pass through a sieve with 10,000 openings to the square inch.

Round rods of neat cement about 3 inches in diameter $\frac{1}{2}$ inch thick, at the center with thin edges, shall, when hard set, be immersed for 48 hours or longer, or when placed in boiling water for 6 hours shall show no signs of cracking or disintegration, and all cement used in the work herein provided for shall get its initial set in at least 30 minutes, and its hard set in not less than 50 minutes, determined by means of a neat needle. Specimens are required in cross section shall develop the following ultimate tensile strength: 24 hours in air, 100 pounds; seven days, one in air, six in water, 500 pounds; 28 days, one in air, 27 in water, 600 pounds. All the water required for concrete or other purposes in the performance by the contractor of this contract, shall be furnished by said board free of cost to the contractor, but all hose or other appliances for use of said water on the contractor shall be furnished by the contractor at his own expense. There shall be no extra charge for top finish for the bottom of the reservoir, and if any additional material or labor is needed to finish the bottom smoothly, on account of stone in concrete, the contractor is to furnish the same and to do the work free of cost to the board.

It is further agreed that there shall be built into the concrete, at points shown on the drawings and plans, high carbon steel bars of the dimensions of angle and arrangement shown on such plans, and all rods shall be held in the position shown by stirrups and wires fastened to the forms, and in a manner not interfering with the work.

All necessary forms and false work required shall be provided and erected by the contractor at his own expense, and shall be of suitable design and strength to shape the walls, beams or any other portion of the work in the manner shown on such plans, and all forms shall be well braced and strengthened, and shall be carefully matched in order to prevent leakage of mortar, and should any form

the structure irregular shape, in the work or look and
 produce a faulty structure, such work shall be remedied by a
 removal of the irregular or faulty portions, or if on it be laid requires
 that in the work, so irregular, shall be taken down and replaced
 by new work. All forms shall be constructed to the full outer face line
 on a platform of sand board, but such platform shall not relieve
 the contractor from any responsibility for a defects caused to any
 part of them. All of the exposed surface of the concrete shall have
 the material of which it is composed so distributed that it can be
 so easily and evenly finished by troweling and floating. It is the
 intention after the surface of the concrete is well troweled and
 floated down to have it so smoothly finished that it will be unnece-
 ssary to place any other finish on the same.

The old bottom of the reservoir must be left in place the upper
 surface of which shall be thoroughly cleaned and properly pre-
 pared by washing the same and placing thereon a thin coat of
 cement, so as to form a proper bond. After the wall of the reservoir
 has been completed and inspected, the space back of them shall
 be filled with concrete and must be thoroughly consolidated by
 ramming or otherwise, as the board may direct; the back
 filling shall be put on place in layers of not more than six
 inches in thickness, and the material care must be
 exercised by the contractor to secure the back filling from
 settlement, and to make it properly support the wall of the
 reservoir. And after the work is completed the reservoir and
 the surrounding grounds shall be carefully cleaned of all unused
 material and all rubbish of any kind must be removed and
 deposited in a place directed by and satisfactory to said
 board, and the work left in a clean, neat and orderly condition.
 It is further agreed by the contractor that he shall in the perform-
 ance of the work herein provided use due care so as not to destroy
 or injure the outer slopes and terraces of the reservoir in the
 handling of materials over the same, and shall take all materials
 that shall be necessary to be used in the performance of this contract
 over the walls of said reservoir, and not cut into or through the
 banks of the same, and any damaged or injured parts of the
 reservoir occasioned by the violation of this provision shall be
 repaired at the expense of the contractor, and the embankments
 slopes and terraces shall be left in as good condition when
 the work is completed as when it is commenced. The overflow
 pipe in the reservoir shall be placed and furnished by said
 board, and the contractor in the performance of the work
 herein specified shall work around the same.
 Any inefficient or imperfect work that may be discovered by fore

The final acceptance of the whole work shall be at once made and replaced at the option and on the requisites of and paid by the contractor, and all work contemplated and designed in this contract shall be done to the entire satisfaction and necessity of said board, and shall be subject to its inspection and rejection, and its decision in this contract provided, and it is understood that an abandonment, or failure to perform the same with the required dispatch by the contractor, or determined and directed by said board, or an assignment or sub-letting of the work herein specified or any portion of the same except as herein provided, or a willful violation of any of the covenants and stipulations herein contained, shall be deemed sufficient cause of forfeiture, and said board shall have the power to notify the contractor to discontinue all or any part of the work under this contract, and thereupon the contractor shall cease to continue said work or any part thereof as said board may designate, after which the said board may proceed to finish the work as it may deem best for the interest of said city, But all damages sustained by said city from such abandonment or improper performance of such work shall be paid by said contractor. But the acceptance of the work or any part thereof, or the acceptance of any materials or any part thereof as provided for in this contract or the payment therefor by said city, and the rejection of any material or work or part thereof by said board shall not constitute a waiver on the part of said city of any of the provisions of this contract, nor shall it release said contractor or the contractor who is bound for the faithful performance thereof, nor shall such acceptance be ever regarded as evidence of the performance of any of the provisions of this contract, except to the extent of satisfying the contractor to receive the amount due him on the completion of any work or material employed by the contractor on the work, should a person in conflict or disorderly, the contractor shall, on the requisition of the board forthwith dismiss such person, who shall not again be employed on any part of the work, and in the doing of which all city ordinances and all laws controlling or limiting in any way the action of those engaged on the work, or effecting the materials used must be respected and obeyed by the contractor. The work shall be done in a substantial manner so that no repairs shall be required for a period of five years from the acceptance of the work, and said contractor guarantees that no such repairs shall be required, but should any such repairs become necessary during such period then the contractor shall make good any damage to the work, or any defect in the workmanship or materials furnished or condition of the work which may have occurred during said period, and which may make said work

necessary, in the opinion of said board, whose opinion shall be final. And the contractor shall keep said work in good shape during said period of time, and make all repairs at such times as may be directed by said board, and the action of the board in determining as to the necessity for such repairs shall be final and obligatory upon the contractor. The work in this contract provided for shall be by the contractor commenced within thirty days after the execution of the same, and continuously prosecuted until final completion of the work, which must be on or before the 1st day of July 1907. And it is expressly understood by the parties hereto that time of completion of the work is of the essence of this contract, and a constant necessity for the use of said reservoir during the summer season of the year existing, it is expressly agreed that such work and labor, and such improvement and repair shall be without fail completed by the contractor in conformity with the provisions of this contract not later than said 1st day of July 1907. Acts of Providence, strikes and other causes not under the control or due to the neglect of said contractor which shall interfere with the completion of such work at said time excepted. And as an inducement to the contractor to complete said work sooner than said 1st day of July 1907, the said city agrees to pay the said contractor in addition to the price herein after mentioned the sum of fifteen Dollars for each twenty-four hours that said work may be completed previous to said 1st day of July 1907. And said contractor approving the necessity above mentioned for the completion of said work by said 1st day of July 1907, hereby agrees that if on any case said work shall not be completed, acts of Providence, strikes and other causes out of the control, and not due to the neglect of the contractor excepted, by said first day of July 1907, that said city shall deduct from the amount due to him the sum of Twenty Five Dollars as penalty and liquidated damages for each and every twenty four hours after said 1st day of July 1907 and until the completion of said work. But it is understood that the last above provision shall not in any manner be construed so as to grant or give an extension of time within which to complete said work, and any and all rights that the said city may have under the law and under this contract to specifically enforce the provisions hereof as against said contractor or to recover damages in addition to said penalty of twenty five Dollars for any failure on the contractor's part to complete said work on said first day of July 1907, are hereby reserved the same as if said provision providing for the payment of said

penalty of \$25⁰⁰ was not contained herein.

And said contractor further agrees to save said city harmless from any and all damages that may accrue to any person or property growing out of or in connection with the performance on his part of this contract for the work therein provided, as well as growing out of the use by him of any patented machinery in the performance of said work, and to defend any and all actions, suits in his own name, or in the name of said city, that may be instituted for the recovery of any such damages, and at his expense, and shall save said city harmless from and against all claims against said city under any law or laws for labor and Materials furnished under this contract, and will when required by said board furnish it with satisfactory evidence that all persons who have performed work or furnished material for said contractor for which the city of Fort Wayne is in any way become liable, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary and sufficient shall be retained from any moneys due or to become due said contractor until the payment of such claims. And said contractor shall execute to said city a bond in the sum of Fifteen thousand Dollars, with sufficient surety to be approved by said board, conditioned for the faithful performance by him of the provisions of the contract, in the manner and in the time herein provided, and conditioned further that he shall so save said city harmless from any and all such damages or claims above referred to, and that he will guarantee that said work shall be in as good condition at the expiration of five years from the acceptance of said work as the same is at such acceptance and that he will make any and all repairs that may be ordered by said board, the execution of which bond is a condition provided to the taking effect of this contract.

Said board reserves the right to correct any errors and omissions in the plans which may be necessary for the proper fulfillment of their intention as herein expressed. Such corrections to date and take effect from the time the said board gives notice thereof and it is now understood that the board shall have the right, if it so desires to have placed in the beams Rahn steel bars in place of the stirrups referred to in said plans, which change shall entail no additional costs on the said contractor.

For and in consideration of the complete performance of the work and the furnishing of all the materials provided for in this contract by said contractor, the said board shall pay to said contractor the sum of Eighteen thousand nine hundred and thirty nine Dollars, said sum to be in full for all the work and labor per-

of all materials furnished by said contractor as provided in this contract, and the plans and drawings above referred to. Any extra excavations required or any ^{extra} material furnished other than necessary to complete the reservoir as in this contract provided and as shown by the plans and drawings if ordered by said board, shall be regarded as extra work, and shall be paid for at a price agreed upon. No claims for extra work shall be made unless the work shall have been done in obedience to a written order of the board, at which time the price to be paid for such extra work shall be agreed upon in writing. Except in case the said board shall desire, or in case the condition of the soil shall, in the opinion of the board, require the extra excavation of any earth, or the extra placing of any re-enforced concrete, said contractor shall receive for same sixty-five cents per cubic yard for such extra excavation, and Seven Dollars and Fifty cents per cubic yard for such extra re-enforced concrete in place, But in the measurement of the same no extra, or customary measurement of any kind will be allowed in measuring the extra work under this contract, but the actual length, area, solid contents or number shall only be considered.

The work herein called for is understood by the parties hereto to be such that the reservoir shall be, when completed, in shape and dimensions as shown on the plans, and shall be built of concrete steel reinforcement, and shall be in dimension, thickness and design as shown on the drawings.

Witness our hands and seals this 18th day of February 1907

The Secy of Fort Wayne

By E. J. Lennon
Henry Schwartz,
Jesse Brown

Attest
Julian F. Franke
Clerk

The Board of Public Works

Alexander C. Warren.

Doing business under the name of Hoefler & Company

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for enclosed bids on the 18th day of February 1907, by and between the city of Fort Wayne, by and through its Board of Public

Hooker and Alexander to Warren doing business under the name of Hooker & Company, for the re-lining of the waterworks reservoir as fully set forth in the preamble hereto be and the same is hereby in all thing ratified and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

Michael Schiviar

Done at the Council Chamber in the city of Fort Wayne Indiana on the 4th day of March 1907

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 4th day of March 1907 by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance No. 100

Michael Schiviar
President

John F. Mungera
Clerk

Presented to the Mayor for approval on the 9th day of March 1907

John F. Mungera
Clerk

Approved this 12th day of March 1907

Wm. L. ...
Mayor

General Ordinances No 314

Resolved by
the City of Fort Wayne,

An ordinance approving a contract entered into by and through the Board of Public Works, party of the first part and William B. Hough Company, party of the second part, relative to the furnishing of the steel by said Hough Company for the construction of a re-enforced reservoir.

Whereas on the 21st day of February, 1907 the City of Fort Wayne, by and through its Board of Public Works, and the William B. Hough Company, entered into a contract relative to the furnishing of the steel by said Hough Company for the construction of a re-enforced reservoir, which contract is in the following words and figures to-wit:

The agreement made this 21st day of February, 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and William B. Hough Company, of the City of Chicago, party of the second part, to-wit:

That party of the second part hereby agrees and binds itself to furnish to said party of the first part one hundred and fifteen (115) tons of high carbon square twisted steel bars for re-enforcing concrete construction purposes, size of bars seven-eighths of an inch, and to be of such high carbon quality as to show an elastic limit of not less than 50,000 pounds per square inch section, and to be rolled out of the best class or quality of steel rail or steel billets, or as many more tons of such bars of the same quality as may be deemed by said City, all of which bars to be furnished and delivered by the party of the second part to the party of the first part, at the City of Fort Wayne, by the 30th day of March 1907.

The bars provided for in this contract to be of the lengths set out in the chart hereto attached and made a part of this contract.

Party of the second part further agrees to and does hereby guarantee to said City that all of the steel bars furnished and delivered to said City by the second party under the provisions of this contract will and shall be of the quality and kind, and of the strength above mentioned, and if on test by the City of Fort Wayne, any of the steel shall fail to show a test as above set out, then the party of the second part agrees to deliver and furnish to said City, within ten days after being notified of that fact, the same quantity of steel, to be of the quality and kind above described and will take back the steel which shall so fail to show said test.

Party of the second part further agrees to execute and deliver to the said City before the taking effect of the provisions of this contract a bond with sufficient surety to be approved by said Board of Public Works, in the sum of One Thousand Dollars, conditioned for the faithful performance of this contract by the party of the second part, and conditioned further for the payment by said party of the second part to said City of any and all damages that may accrue to said City by reason of defects in any steel that may be furnished under this contract, and by reason of the non-performance of any of the provisions hereof.

In consideration of the furnishing of said steel by said party of the second part to party of the first part, said first party agrees and hereby binds itself to pay to said party of the second part the sum of Thirty-seven Dollars and fifty cents per ton of each 2,000 pounds F.O.B. cars Fort Wayne, Indiana, thirty days after the delivery of the same.

Witness our hands and seals 16th day and year first above written

Attest

Julian F. Franke

Clerk

The City of Fort Wayne,

By E. J. Lemons

Henry Schwartz

James Brainerd

Mayor of Public Works

William B. Knight Co

McC. Tompkins

Pres. Board

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into on the 21st day of February 1907 by and between the City of Fort Wayne, by and through its Board of Public Works, and William B. Knight Company, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

John F. ...

Done at the Council Chamber in the City of Fort Wayne Indiana on the 4th day of March 1907.

We have certified that the Com. in Council of the City of Fort
 Wayne Indiana at a special meeting held on the 4th day of
 March 1907, by a majority vote of all the members, did
 pass the ordinance herewith attached and known as
 General Ordinance No 314.

W. L. Schaefer
 President

J. Frank Mangrove
 City Clerk,

Presented to the Mayor for approval on the 9th day of March
 1907.

J. Frank Mangrove
 City Clerk,

Approved this 12th day of March 1907

Wm J. Carey
 Mayor

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General Ordinances, No. 315

An ordinance approving a contract entered into by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and Owen Ford party of the second part relative to the preparation by said Ford of plans and specifications for the construction of a municipal Lighting Plant, and for his services in superintending the construction of the same

Whereas on the 23 day of January 1907 the City of Fort Wayne, by and through its Board of Public Works, and Owen Ford entered into a contract relative to the preparation by said Ford of plans and specifications for the construction of a municipal lighting plant and for his services as superintendent in the construction of the same which contract is in the following words and figures:

Agreement made and entered into this 23rd day of January 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Owen Ford, party of the second part witnesses:

Whereas the said party of the second part has submitted to said Board of Public Works a proposition for his services in the preparation of the plans and specifications for a municipal electric light works to be constructed by said City, and as a consulting and Supervising Engineer during the construction of such electric light works, which proposition is as follows:

Fort Wayne Indiana, January 10th 1907

The Board of Public Works
Fort Wayne Indiana

Dear Sir

Herein as set out below, I submit proposition for services of consulting and Supervising Engineer in the constructing of your Municipal Electric Light and Power Plant, on that basis, which in my opinion is best suited to the economical and proper handling of the said work.

1. I will make all necessary preliminary examinations and investigations, get the local data, determine with the Board the kind and extent of plant to be adopted and get your instructions for the work.

2. Prepare preliminary estimate or estimates of cost, setting forth the general outline of the plant and submit same to you for approval or alteration and final decision as to general nature of

Board

3. After our agreement, the plan of plant is finally decided upon. I will prepare the final estimates, specifications and plans for the complete plant, in accordance with which, after approval by the Board, bids are to be received and contracts awarded and the work completed.
4. When the above described plans and specifications are approved, the Board will advertise for bids, in the usual manner setting a day for the opening of said bids. I will meet with the Board at the opening of said bids, advise with you and aid the Board in making of contracts for the work.
5. During the progress of the work, I will make the necessary inspections of the work, in person, and will oversee and direct the starting of the plant in operation, make final inspections, test and report for final acceptance of the work and direct such changes as are necessary, if any, to have all work comply fully with the specifications and plans.
6. In addition to, and in connection with the above described engineering services, I will furnish, during the active construction of the said work or plant; an Inspector or representative upon said work, to look after the same, which said representative, as above described, and his services, shall be in addition to the inspections and supervisions, which I will make in person, as may be necessary and as described above. And either I or the said Inspector or representative shall be present at all times on said work, during its active construction as required by ^{the} said work.
7. My office in St. Louis shall be at your disposal in this connection and copies of the plans and specifications kept on file for use of bidders etc, and I will advise with the Board and attend to all matters as consulting Engineer, in accordance with usual customs in such cases and see that the plant is in every way strictly first-class and in accordance with the specifications and plans.
8. In ~~board~~ the Board shall decide to undertake any part of work directly, instead of letting it in completed form by contract. I or my representative, upon the work or both, will make up list of materials necessary for such work and aid the Board in ordering such materials and securing and employing the help of all kinds necessary for such work.

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7. I am to pay all my own expenses in connection with the said work, and also of said Inspector or representative, travelling, hotel, expenses etc.

For the above described services of Consulting and Supervising Engineer, including the said Inspector, the Board shall pay to me a sum equal to four per cent (4%) of the cost of the said plant or work to be paid as follows:

1/4 per cent, when that part of said work or services up to and including the estimates, plans and specifications are completed and the said estimates, plans and specifications are delivered to the Board, and the bids are opened and contracts awarded for the work.

It is understood and agreed that if contracts cannot be let upon the original plans and specifications on account of discrepancy in prices between the estimates and the bids or for other reasons on account of the said plans and specifications, then I am to revise, alter and modify said plans and specifications as required, so that the said contracts may be let for the plant.

Said changes in the plans and specifications to be made if required without any additional charge therefor.

It is also agreed that should the Board fail or be unable from any cause (not the fault of the Consulting Engineer or his work) to award the said contracts for the plant, the said first payment of one and one-quarter per cent (1 1/4%) as stipulated, shall be paid to the Consulting Engineer if so far as the work of the Consulting Engineer is concerned, said contracts may be awarded.

Two and one quarter per cent (2 1/4%) pro rata as payments are made upon the plant, and the balance when the plant is completed and in successful operation. Should the total cost of said plant exceed One hundred and sixty thousand Dollars (\$160,000.00) my percentage of four per cent as above shall not apply on any excess over said amount.

The work shall at all times be prosecuted with diligence until completion.

I will begin the said Engineering work within ten days from date of signing hereof.

Two complete copies of the said plans and specifications shall be furnished to the Board and shall be and remain

the property of the Board

very respectfully

Owen Ford

Consulting and Supervising Engineer

And whereas said city by and through its ^{said} Board of Public Works has accepted said proposition so made by the party of the second part

It is therefore agreed, that the said party of the second part be and is hereby retained and engaged as such Consulting and Supervising Engineer by said city to prepare said plans and specifications, and to act as such Supervising Engineer for and in the construction of said municipal electric light works and to furnish the engineering services and work described and in the manner stated, in the said proposition above set out under the terms and conditions specified therein, and for the compensation in full for all of the work and labor set forth in said proposition therein specified, and in case the total cost of the construction of said electric light works exceeds said one hundred and sixty thousand dollars (\$160,000.00) then the party of the second part shall receive the said four percent (4%) of that sum in full for all services as stated in said proposition for the complete construction of said electric light works,

In witness whereof the parties hereto have set their hand and seal the day and year first above written,

City of Fort Wayne

By, E. J. Lemmon

Henry Dehewitzky

James Brosius

Its Board of Public Works

Attest.

D. C. McCarthy
acting clerk

Owen Ford

Consulting and Supervising Engineer

Section 1. Be it ordained by the common Council of the City of Fort Wayne, that the contract entered into on the 23rd day of January 1907, by and between the City of Fort Wayne, by and through its Board of Public Works and Owen Ford, as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

John A. Price

Done at the Council Chamber in the City of Fort Wayne, Indiana -
on the 4th day of March 1907

We hereby certify That the foregoing is a correct copy of the City of Fort Wayne, Indiana, at a Special Meeting held on the 4th day of March 1907 by a majority vote of all the Councilmen, that had been the ordinance hereto attached, and known as Ordinance No. 315

W. C. Saltsman
(President)

J. Frank Mangrum
City Clerk

Presented to the Mayor for approval on the 9th day of March 1907

J. Frank Mangrum
City Clerk

Approved this 13th day of March 1907

Wm. A. Barry
Mayor

General Ordinance No 316

Introduced by *An ordinance to prohibit the deposit of offal and other material in the rivers and other natural water courses*
and to amend Ord. 9th, 1907.

Sec. 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, firm, company or corporation to deposit or cause or permit to be deposited any offal, dead animals or parts thereof, rubbish dirt or other impure liquids or matter, into any of the rivers or other natural water courses within the limits of the City of Fort Wayne or within the corporate limits thereof.

Sec. 2: Any person, firm, company or corporation violating any of the provision of this ordinance shall be fined in any sum not exceeding One hundred Dollars.

Sec. 3: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

J. H. Bourger,

Done at the Council Chamber in the City of Fort Wayne Indiana on the 9th day of April 1907.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of April 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 316,

W. C. Schuier
 President

J. Frank Mungovan
 City Clerk

Presented to the Mayor for approval on the 13th day of April 1907.

J. Frank Mungovan
 City Clerk

Approved this 23rd day of April 1907

Wm J. Kree
 Mayor

General Ordinance No 317

Enacted by
M. Henry

This ordinance regarding the wearing of badges by meter readers or inspectors of all persons, companies or corporations furnishing water, gas, or electricity in the City of Fort Wayne.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be the duty of all persons, companies or corporations selling or furnishing to citizens of the City of Fort Wayne gas, water or electricity to cause to be worn by all their meter readers or inspectors a metal badge containing the words "Meter Inspector" and the initials of the person, company or corporation by whom such meter reader or inspector is employed, and it shall be the duty of such meter reader or inspector to cause such metal badge to be worn in a conspicuous and visible position of his clothing so as to be easily seen whenever about to enter any residence in the City of Fort Wayne for the purpose of reading or inspecting any meter or register owned by any such person, company or corporation.

Section 2: That it shall be unlawful for any person, company or corporation to turn or shut off any water, gas or electricity from any of its patrons, because of the refusal of such patron to allow any of the meter readers or inspectors of such persons, company or corporation to read or inspect the meter of such patron, unless such meter reader or inspector shall have badge at the time of such refusal upon his person in a conspicuous and visible place the metal badge referred to in section one of this ordinance.

Section 3: Any person, company or corporation violating or failing to comply with the provisions of this ordinance shall be fined in any sum not exceeding One hundred Dollars (\$100.)

Section 4: This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 23rd day of March 1911.

We hereby certify, That the Common Council of the
City of Fort Wayne Indiana, at a regular meeting
held on the 23rd day of April 1907, by a majority vote
of all the members elect, did pass the ordinance
hereunto attached and known as
General Ordinance No 317.

H. C. Schuier
(President)

J. Frank Mangerson
City Clerk

Presented to the Mayor for approval on the 27th day
of April 1907

J. Frank Mangerson
City Clerk

Approved this 1st day of May 1907

Wm. H. Hays
Mayor

License Ordinance No. 918

Enacted by the Council, concerning peddlers and hawkers, &c. also
 and license and fines in violation of the ordinance of the same
 Council, in A.D. 1847.

Section 1: Be it ordained by the Council, in and for the City of
 the District of Columbia, that no person who sells, barter, or
 exchange, or offers for sale, barter, or exchange any such
 vegetables, eggs, butter, poultry, meats, or other farm produce,
 fish, goods, wares, medicines, merchandise or other articles
 of value in, upon, or along any street or alley or other public
 place in said city, or travelling from place to place, therein
 sitting on foot or with any kind of vehicle, shall be
 engaging in such business, obtain from the City Comptroller
 a city license so to do.

Sec. 2: When such produce, provisions, goods, wares, medicines,
 merchandise or other articles of value are carried in vehicles
 drawn by animal power, a license of One hundred and fifty
 Dollars (\$150⁰⁰), per annum shall be paid for each vehicle so
 used, and where more than one person is engaged with such
 vehicle, than a license of two hundred Dollars (\$200⁰⁰) is, a sum
 shall be paid for such vehicle so used, and where such produce,
 provisions, goods, wares, or other articles are carried in
 or hauled propelled by hand or otherwise on the person, each person
 so engaged in selling shall be required to take out a license and
 pay a fee of One hundred and fifty Dollars (\$150⁰⁰) per annum.
 No license required under this ordinance shall be granted for a
 shorter period of time than one year.

Sec. 3: No license issued or granted under any of the provisions of
 this ordinance shall be in any manner assignable or transfer-
 able, or authorize any other person than the one mentioned
 therein to sell, or authorize any other class of articles than
 that is specified to be peddled.

Sec. 4: Every person using a vehicle and licensed to sell, barter
 or exchange any article of value whatsoever, under any of the
 provisions of this ordinance, shall "procure at his own expense"
 and have conspicuously fastened or painted on each vehicle so
 used a sign made of wood or tin, bearing the name of the
 person so licensed, the number of the license, and the words
 "Licensed Vendor," in plain English letters and figures; and

said sign shall not be less than two feet in length and twelve inches in width. It shall be the duty of every person selling, bartering or exchanging any goods or other articles of value, to carry his license or permit with him while so selling, bartering or exchanging of goods, merchandise or other articles of value, upon and along the Streets and Alleys or other public places in said city, and such person shall when so requested either by an officer or private citizen produce or show to such person or officer either the license or permit of the Mayor under which he claims to be selling.

Sec 5: No license granted or issued under any of the provisions of this ordinance shall be so construed as to entitle any person to the privilege of occupying a stand in any market place or market house, street, lane, alley or common with table bench or otherwise, nor authorizing the sale, huckstering, peddling by a licensed vendor, upon or in any of the market place or market houses of the city, or upon any streets contiguous thereto during the market hours, nor allow any person or persons selling any goods, wares, or merchandise at wholesale to the trade, to deliver the same without said person or persons so selling have first received orders for such goods wares or merchandise at their respective places of business whether it be at store building or from the car, nor shall any of the provisions of this ordinance be so construed as to authorize the sale of goods wares or merchandise or any article of provisions or vegetables or farm products by auction or public outcry, nor shall any of the provisions of this ordinance be so construed, so as to prevent the farmer or producer from selling at any time or in any place within the city any article of provisions or vegetables grown or produced by him, or to persons selling exclusively at wholesale to the retail dealers of the city. And the provisions of this ordinance shall not apply to persons selling any goods or articles of value a license for the selling of which is specifically required by the provisions of other ordinances of the city of Fort Wayne.

Sec. 6: Any person licensed under this ordinance who sells or exchanges or who has in his possession, with intent to sell or exchange or offer for sale or exchange any unwholesome produce, fruits, vegetables, butter, poultry, meat or fish or who shall be guilty of any fraud, cheat, misdemeanor or imposition while acting in such capacity, or who shall violate or fail to comply with any provisions of

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This ordinance, shall be fined not less than five dollars, nor more than fifty dollars (\$50.00) and the Mayor may, on proof of such violation by any person licensed under this ordinance revoke the license issued to the offender

Sec. 7: That General Ordinance No 32 being an ordinance entitled an ordinance requiring peddlers and hawkers to take out a license and fixing a penalty for the violation of the same" be and the same is hereby repealed

Sec 8: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

J. C. Schriener

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of April 1907

He hereby certifies, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 23rd day of April 1907, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 318

J. C. Schriener
(President)

J Frank Mangowan
City Clerk

Presented to the Mayor for approval on the 27th day of April 1907

J Frank Mangowan
City Clerk

Approved this 7th day of May 1907

Wm L. Fahey
Mayor

General Ordinance No 319

Introduced by | An ordinance regulating the use of side walks in the
 William H. Ryan, | City of Fort Wayne as amended on April 23rd 1907

Sec 1. Be it enacted by the Common Council of the City of Fort Wayne, That no person or persons, company or corporation receiving or delivering goods, wares or merchandise shall place or keeps upon or suffer to be placed or kept upon any side walk in the City of Fort Wayne any goods, wares or merchandise which he or they shall be receiving or delivering. Provided, however, if any such person or persons, company or corporation shall desire to receive or deliver any such goods, wares or merchandise in any building where by reason of want of an alley adjacent to the real estate upon which said building is situated there is no convenient access thereto other than by passing over such side walk, then such person or persons, company or corporation may receive or deliver such goods over and across such side walk but shall at all times leave a passage way of not less than six feet in width for pedestrians, and shall not suffer the same to be or remain upon such side walk for longer than two hours.

Sec 2. That it shall be unlawful for any person or persons company or corporation to receive or deliver by the front entrance to the building occupied by such person, company, or corporation, over and across any sidewalk in the City of Fort Wayne, any goods, wares, or merchandise when access can be had to such building of such person or persons company or corporation from the rear thereof and over and through any paved alley that may be adjacent to the real estate upon which such building is situated.

Sec 3. Any person or persons company or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding \$50⁰⁰

Section 4. That section 5 of General Ordinance number 149, being an ordinance entitled "An ordinance regulating the construction and use of side walks within the corporate limits of the City of Fort Wayne" be and the same is hereby repealed.

Sec 5: That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal public advice.

William A. Boyer.

I was at the Council Chamber on the City of Fort Wayne Indiana on the 23rd day of April 1909

He. Bamber verified that the Recorder has read of the City of Fort Wayne Indiana, at a regular meeting, held on the 23rd day of April 1909 by a majority vote of all the members that said Board the ordinance known to all the members as General Ordinance No 319.

W. C. Schwing,
President

J. Frank Munger,
City Clerk,

Presented to the Mayor for approval on the 24th day of April 1909

J. Frank Munger,
City Clerk,

Approved this 11th day of May 1909

Wm. A. Boyer,
Mayor.

That a law be
made to regulate

An ordinance regulating the operation of electric street cars by persons, companies and corporations, owning and operating the same, and providing a penalty for the violation thereof.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be the duty of every person, company or corporation owning or operating electric street cars in the city of Fort Wayne to cause the names of all streets and avenues crossing the lines of such person, company or corporation to be called out in a loud and audible manner so that the same can be heard by the passengers riding in such cars, by the conductor or man in charge of each of such cars, while in operation at least one hundred feet before such car or cars reach such intersecting street or avenue.

Section 2: That it shall be the duty of all conductors or men in charge of any electric street car operated in the city of Fort Wayne, to call in a loud and audible manner so that the same can be heard by the passengers in such car, the names of all the streets and avenues intersecting the route of the car so in charge of such conductor at least one hundred feet before such car reaches such intersecting street or avenue.

Section 3: That it shall be unlawful for any person, company or corporation to run or operate any electric street car across or over any street or avenue intersecting the route of such car at any place or any of the fire wagons, engine or trucks of the city fire department are making a run to any fire car such intersecting streets or avenues without the conductor or man in charge of such car first having said car and going to said intersecting street or avenue to ascertain whether or not any such fire wagon, engine or truck is about to cross the route of said car at said intersecting street or avenue and if there is any such fire truck, engine or wagon on said intersecting street or avenue in close proximity to or about to cross the route of said car, then said conductor or man in charge shall not allow said car to cross said intersecting street or avenue until all of said fire trucks, engines or wagons have crossed the route of said car on said intersecting street or avenue.

Section 4: Any person firm company or corporation

failing to comply with or violating, any of the provisions of this ordinance, shall be fined in any sum not exceeding one hundred dollars,

Section 5: That this ordinance shall be in full force and effect from and after its passage and approval by the mayor, and legal publication

Phillip H. Hayes

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of May 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of May 1907 by a majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance No 320.

W. C. Schinner
President

Frank Mungovan
City Clerk

Recited to the Mayor for publication the 17th day of May 1907

Frank Mungovan
City Clerk

Witnessed this 27th day of May 1907

W. H. Hayes
Mayor

General Ordinance No 321

Introduced by
H. W. Schwin

An ordinance regulating the manner of conducting
Public Bathing Resorts.

Sec 1: Be it ordained by the Common Council of the City of
Fort Wayne, that it shall be the duty of any person, company
or corporation owning, leasing or conducting a bathing resort
at any of the lakes or rivers within the limits of the City
of Fort Wayne where a fee or anything of value is charged
by such person, company or corporation of and from patrons
of such bathing resort, for the privilege of bathing therat or
for the renting of any bathing suits or devices for bathing purposes
to maintain or cause to be maintained at such bathing resort
... experienced swimmer, for the purpose of protecting the
lives of the patrons at such bathing resort. Such expert
swimmer to be provided for at such bathing resort constantly
whenever any patrons are bathing therat.

Sec 2: That it shall be the duty of such person, company or
corporation so owning, leasing or conducting such bathing
resort to have on hand and of easy access to the patrons at
such resort, and to such expert swimmer, life preservers
life lines, boats and all the modern devices for the purpose
of, and to be used for, protecting the lives of the patrons
at such bathing resort, and saving the lives of such patrons
as may from time to time need assistance while bathing
therat.

Sec 3: That it shall be the duty of the expert swimmer referred
to in section 1 of this ordinance to at all times whenever
patrons are bathing at such resort keep a vigilant watch over
all such patrons, and whenever, in his opinion any such
patrons may need assistance, or whenever called upon
by such patrons, or to do. such expert swimmer shall render
all assistance in his power to save the life of such patron
or patrons.

Section 4: Any person, company or corporation failing
to comply with, or violating any of the provisions of this
ordinance shall be fined in any sum not exceeding
one hundred dollars.

Sec 5: This ordinance shall be in full force and effect

from and after its passage and approval by the Mayor
and legal publication

H. C. Lawrence

Done at the Common Chamber in the City of Fort Wayne Indiana
on the 12th day of May 1907

The Board of City of Fort Wayne, Indiana at a regular meeting held on the 12th day of May 1907
by a majority vote of all the members present did pass the ordinance
hereto attached and passed an Ordinance No. 321

H. C. Lawrence
President

J. Frank Munger
City Clerk

Presented to the Mayor for approval on the 12th day of May 1907

J. Frank Munger
City Clerk

Ordinance No. 321 of May 1907

H. C. Lawrence
Mayor

General Ordinance No 322.

Submitted by
H. H. H.

regulating the operation of street cars within
the city of Fort Wayne, and providing a penalty for its violation.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, firm or corporation, operating street cars within the limits of the city of Fort Wayne to allow, allow or permit passengers riding upon any such cars to stand, be and remain upon the rear platform of such cars while the same is being operated for the hauling of passengers, in case there shall be sufficient room within such cars to accommodate passengers desiring to ride upon the same.

Section 2: Any person, firm or corporation violating the provisions of section one of this ordinance shall upon conviction, be fined in any sum not exceeding One hundred Dollars

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

R. H. Harrison

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of May 1907

Attest: That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of May 1907, by a majority vote of all the members elected did pass the ordinance hereto attached and known as General Ordinance No. 322.

H. C. Schivins
President

(Frank Mangovaw
City Clerk

Presented to the Mayor for approval on the 17th day of May 1907

J. Frank Mangovaw
City Clerk

Approved this 27th day of May 1907

Wm J. Hasey
Mayor

Lessons Ordinance No 323.

Subscribed by
Frederick Hinder

That the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Pennsylvania Company, on October 1st 1906, granting said Company the consent, permission and authority to lay and construct a steam railroad track

That hereafter on the 1st day of October 1906, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Pennsylvania Company, granting to said Company consent, permission and authority, to construct, maintain and operate a steam railroad track across certain streets in said City, which contract is as follows:

That the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Pennsylvania Company, on October 1st 1906, granting said Company the consent, permission and authority to lay and construct a steam railroad track

That the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Pennsylvania Company, on October 1st 1906, granting said Company the consent, permission and authority to lay and construct a steam railroad track across certain streets in said City, which contract is as follows:

It is understood and agreed that the consent, permission and authority herein granted and given are upon the following terms and conditions:

1. The party of the second part if it desire to avail itself of the benefits of the consent, permission and authority herein granted, shall cause the complete construction of said track within one year from the date hereof, and in the event that it so avails itself of said grant, permission and authority then it shall cause the complete construction of such track within sixty days from the time it commences working thereon, and within the period of one year as above stated and shall, at no time, in the construction of said track, occupy for such purpose, any of the streets above mentioned for more

of time in excess of five days, but in the event that party of the second part is prevented from compliance with any of the above conditions by reason of any duly certified and Board of Public Works, or a reasonable extension of time as to any one of the above provisions.

2. Said track shall and be elevated above, and shall be constructed and maintained so as to, at all times, conform with the established grade of the streets hereinafter named, as such grade shall, from time to time, exist and in such manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public, in passing along, upon and across said track, at any point thereon. That said track and the rails thereof shall conform with the grades of the streets now established or to be established hereafter by said city, and subject at all times, to be taken up and retied by said second party, at its own expense, for the purpose of regading, paving, repairing or repaving such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said party of the second part that it is in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets as the case may be, and said party of the second part shall take up said track for such purpose within such time and for such length of time as the said Board may, in said notice, require in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within thirty days time from receiving such notice in case such notice is as to grade of such streets, and upon the failure of second party so to do said Board of Public Works shall have the right to take up such track, to make such improvements or repairs or to make such track conform to such grade and at the costs thereof to said second party, and in case said second party shall fail to pay such costs or expense within thirty days from the time said Board shall have rendered a bill therefor the said city shall have a right of action to recover cost or expense against said second party together with a reasonable attorney fee with the collection thereof.

3. If in the construction of said tracks it shall become necessary to change the now existing grade of such streets or any of them in order to have said tracks of the same grade of the other tracks of said second party, and in so doing it shall become necessary to change the grade of any part or parts of the remainder of such street or streets or the sidewalk adjacent thereto, then said party of the second part shall at its own expense under the plans and specifications of the Civil Engineer of the first part, and under the orders and directions of the Board of Public Works cause the remainder of said street to be properly graded as as to conform to same.

And the Party of the second part agrees to keep all parts of said streets crossed by the right of way of second party in a proper and sufficient state of repair at all times at its own expense and in a manner that the Board of Public Works of said city may from time to time order.

4. That the said Party of the second part shall not at any time load or unload or cause or permit to be loaded or unloaded on, or leave the same on, on any of the streets mentioned in this contract at any time whatever without the written permission of the Board of Public Works, and shall not at any time operate its trains over and across said streets as to interfere with the free use of the same by the public, and shall in the operation of its trains over and across said streets as to do to all the ordinances of the City of the first part now in operation or which may hereafter be passed by the Council of said city in relation to the running and operation of steam railroad within said city.

5. Party of the second part shall construct and maintain its tracks in such manner as to not, in any way interfere with the drainage of the surface waters on the streets herein mentioned and shall when constructing said tracks over and across said streets, do the same under the directions of the said Board of Public Works.

6. Party of the second part further agrees and binds itself to keep and hold said city free and harmless from any and all liability from any and all damages that may accrue to any person, persons or property, on account of any injury to their person or property growing out of the construction, maintenance or operation of said tracks, or the operation of any cars thrown by any person or corporation, and in case suit shall be filed against said city on account thereof, said party of the second part upon notice to it by said city, shall defend

its own expense, and in the event that judgment be rendered in said action against said city, the party of the second part shall pay such judgment with all costs, and hold the city harmless therefrom. And, second party shall execute to the party of the first part a bond with sufficient surety to be approved by said Board of Public Works, payable to said city, in the sum of Ten Thousand Dollars, conditioned for the faithful performance by said second party of all the conditions and provisions contained in this contract to be performed on its part, and will from time to time whenever required by said Board of Public Works re-new said Bond..

7. It is further agreed that if said second party fails to comply with and perform any of the provisions of Sections 1, 3, 5, 6, of this contract, the ~~contract~~ consent, permission and authority herein granted shall at once terminate, and second party shall forfeit all rights herein and shall cause the removal, at its expense, of said track and place said streets in as good and safe condition for travel, and of the same material, as the remainder thereof are,

The contract shall not in any manner enter into or affect the question of the elevation of the tracks of the second party, and all or any laws that may now or hereafter prescribe the manner of or affect the elevation of the now existing tracks of the party of the second part shall apply to and affect the track to be constructed under this contract.

9. It is further understood and agreed that this contract and the provisions thereof shall be binding upon the successors and assigns of the party of the second part.

Witness our hands and seals the day and year first above written

Attest:
A. W. Becker.
Clerk

City of Fort Wayne
by E. J. Lennon
Harry Schwartz
James Brosius
Board of Public Works

Pennsylvania Company
J. B. McKim
Its Superintendent,

Section 1: Be it ordained by the Com. or Council of the City of Fort Wayne, that the contract heretofore entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Pennsylvania Company, as fully set forth in the preamble hereto, be and the same is hereby in all things confirmed and approved.

Section 2: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

Witness my hand and seal of office this 17th day of May 1907.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 17th day of May 1907.

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of May 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and known as "General Ordinance No. 323"

A. L. Schuier
President

Frank W. Mangrove
City Clerk

Presented to the Mayor for approval on the 17th day of May 1907

Frank W. Mangrove
City Clerk

Approved this 27th day of May 1907.

Wm. E. ...

2
Gen. of Ordinance No 324

Introduced by
1st of

An ordinance regulating the selling and weighing of coal and coke and providing a penalty for the violation of the same as amended May 28th 1907.

Sec. 1: Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, company or corporation to sell or offer for sale any coal or coke within the limits of the City of Fort Wayne, without having first procured from the Board of Public Works of said City as to do.

Sec. 2: Any person, company or corporation on obtaining a permit to sell coal or coke within the City of Fort Wayne shall be from selling or offering for sale, any such coal or coke supply himself with scales for the weighing of such coal or coke as may then after be sold or offered for sale by such person, company or corporation, which scales shall be subject then after to such testing from time to time as to the correctness and accuracy of the same by said Board of Public Works as such Board may deem proper and necessary, and whenever requested by any person having purchased coal or coke from such person, company or corporation as owning such scales, and in case such scales are found on such test being made to be incorrect the expense of such test shall be borne by the owner or owners of such scales, but if on such test being made such scales shall be found to be correct and accurate the expense of such test shall be borne by the person so complaining. Such person, company or corporation shall maintain a weighmaster or weighmasters as in the next section provided.

Sec. 3: Whenever any permit shall be granted as provided in Section 1 of this ordinance the clerk of the Board of Public Works shall notify the Board of Public Safety of such duty of the granting of such permit, whereupon the Board of Public Safety shall and are hereby given the power to appoint a weighmaster or weighmasters to weigh the coal or coke then after sold by such person, company or corporation. Such weighmaster or weighmasters to be nominated by the owner of such scales but subject to removal by such Board of Public Safety whenever in the opinion of such Board, he or they shall fail to faithfully perform the duties of his or their employment.

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Each such weighmaster shall execute to the City of Fort Wayne a bond in the sum of One thousand Dollars, with sufficient surety to be approved by said Board of Public Safety, for the faithful performance of his duties as such weighmaster.

Sec. 4. It shall be the duty of such weighmaster or weighmaster to weigh all coal or coke sold and delivered by such person, company or corporation so owning such scales to keep a register or record of the weight of each load of coal or coke as sold by such person, company or corporation to furnish to the driver of the wagon containing such load of coal or coke a certificate or statement of the number of pounds therein contained. It shall be the duty of the driver to whom such certificate or statement has been so determined by such weighmaster or weighmaster to deliver the same to the purchaser of such coal or coke, and such driver shall whenever requested as to do by the purchaser or a police officer of said city drive the load of coal or coke in his charge to the city scales or any standard scales designated by the officers for the purpose of determining the actual weight of the same and the weight of such load of coal or coke as determined by said city scales shall be considered for all purposes as the actual weight of said coal or coke.

Sec 5: It shall be the duty of all persons, companies or corporations not regularly engaged in the business of selling coal or coke and not having an established place of business for that purpose, who shall desire to sell or dispose of any coal or coke, to cause the same after the sale thereof and before delivering to the purchaser of the same, to be weighed at the City Scales and to deliver to such purchaser the statement herein referred to containing the number or pounds contained in the load of coal or coke as sold by such person, company or corporation. It shall be the duty of the City weighmaster, whenever any such person company or corporation causes any coal or coke to be weighed at such City scales to collect from such person company or corporation a fee of ten cents for each load of coal or coke so weighed at such City scales and to furnish to the driver of the wagon containing such coal or coke a certificate or statement of the number of pounds contained, which shall be signed by the City weighmaster.

Sec 6: Any person, company or corporation violating or failing to perform any of the provisions of this ordinance, or any weighmaster failing to perform any of the duties

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This ordinance assigned to him, or any person who shall issue any false certificate as to the contents of any load of coal or coke, shall be fined in any sum not exceeding One hundred Dollars.

Sec 6th: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec 7th: This ordinance shall be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

W. C. Schurian

Done at the Council Chamber in the City of Fort Wayne Indiana on the 25th day of May 1907

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of May 1907, by a majority vote of all the members elect, did pass the ordinance herunto attached and known as Journal Ordinance No 324.

W. C. Schurian
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 3rd day of June 1907.

J. Frank Mangrove
City Clerk

Approved this 11th day of June 1907

Wm. V. Hasey
Mayor

General Ordinances No 22

Introduced by J. M. Henry, an ordinance regarding persons living within the City of Fort Wayne and within four miles of the corporate limits thereof to obtain a city license to sell intoxicating liquors as amended on June 11th 1907

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne that the Mayor of the City of Fort Wayne, in his discretion is hereby authorized to grant to any person who shall have first obtained a state license to sell intoxicating liquors, a city license to sell intoxicating liquors in a less quantity than a quart at a time, to be used in and upon the premises, wherein such liquors are sold, upon such person making application therefor, and producing his said state license and depositing in the Treasury of said City for the use of said City the sum of One hundred and fifty Dollars, which said license shall run for a period of one year from the date of the expiration, and shall designate therein the place at which such sale shall be made. Such license shall be issued under the corporate seal of the said City and be signed by the Mayor and countersigned by the City Comptroller.

Sec. 2: That it shall be unlawful for any person to sell or offer for sale, within the limits of the City of Fort Wayne or within a distance of four miles from the corporate limits thereof any intoxicating liquors in a less quantity than a quart at a time, to be used by the purchaser thereof upon the premises wherein such liquor is sold, without first having procured a license as to do, as provided in section 1. of this ordinance.

Sec 3: Any person who shall violate any of the provisions of this ordinance shall upon conviction for first and pay a fine of not less than One hundred Dollars

Sec 4 That General Ordinance No 22 being an ordinance entitled "An ordinance regarding persons living within the City of Fort Wayne and within four miles from the corporate limits thereof to obtain a city license to sell intoxicating liquors," Approved November 14th 1894 be and the same is hereby repealed.

Sec 7: This ordinance shall be in full force and effect on and after its passage, approval by the Mayor and legal publication
J. M. Henry

Done at the Council Chamber of the City of Fort Wayne
Indiana on the 11th day of June 1907.

We hereby certify, That the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the
11th day of June 1907, by a majority vote of all the members
elect did pass the ordinance hereto attached and known
as Ordinance No 325.

W. C. Schwiner
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 17th day of
June 1907

J. Frank Mungovan
City Clerk

Observed this 25th day of June 1907

H. M. J. [Signature]

General Ordinance No 326.

Introduced by
H. E. Cook

An ordinance approving and ratifying a contract entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the New York, Chicago and St Louis Railroad Company, on the 28th day of May, 1907, relative to the construction, maintenance and operation of additional track, over and across Harrison Street.

Whereas on the 28th day of May, 1907 the City of Fort Wayne by and through its Board of Public Works, entered into a contract with the New York, Chicago and St Louis Railroad Company granting to said Company, permission and authority to construct, maintain and operate an additional common railroad track over Harrison Street, which contract is in the following words:

This agreement made this 28th day of May, 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the first part and the New York, Chicago and St Louis Railroad Company, Party of the second part, Witnesseth.

That in consideration of the covenants and agreements to be performed and complied with by the Party of the second part as herein after provided, consent, permission and authority are hereby granted and given by the Party of the first part to the Party of the second part, to construct, maintain and operate or cause to be operated, an additional single track railroad across Harrison Street, in the City of Fort Wayne in accordance with and as shown by a plat thereof attached hereto and made a part hereof, and on which plat the line and route of said track is marked and indicated by a red line; and permission and authority is hereby also granted to remove and relay the tracks across said Street that now exist thereon, as shown by said plat.

It is understood and agreed that the consent, permission and authority herein granted and given are upon the following terms and conditions.

1. The Party of the second part if it claims to avail itself of the benefits of the consent, permission and authority herein granted, shall cause the complete construction of said track within one year from the date hereof, and in the event that it so avails itself of said grant, permission and authority, then it shall cause the complete construction of such track within sixty days from the time it commences working thereon, and within the period of

...above stated, and shall, at no time, in the
constructive use of said track, occupy for such purpose, any of
the streets above mentioned for any length of time in excess
of five days, but in the event that party of the second part is
prevented from complying with any of the above conditions by
reason of any judgment of any court, said Board of Public
Works may grant a reasonable extension of time as to any
one of the above provisions.

2. Said track shall not be elevated above, and shall be
constructed and maintained so as to, at all times conform with
the established grade of the street herebyfor named, as
such grade shall, from time to time, exist, and in such
manner as to in no way be an impediment to the ordinary
and proper use thereof for all purposes by the public in
passing along, upon and across said track, at any point
thereon. That said track and the rails thereof shall conform
with the grades of the streets now established, or to be estab-
lished hereafter by said City, and subject at all times, to
be taken up and relaid by said second party, at its own
expense, for the purpose of regrading, paving, repairing or
reparing such streets, and for the purpose of constructing
or repairing sewers, laying or repairing water mains, or
other pipes or for any public improvement. And in case it
become necessary, in the opinion of said Board of Public Works,
to take up said track for any of the purposes above enumerated
or in case said track shall not conform with the grade of
said streets as above provided, said Board shall notify said
party of the second part, that it is in the opinion of said
Board, necessary to take up said track for any of said
purposes, or that said track does not conform with the
grade of said street as the case may be, and said party
of the second part shall take up said track for such
purpose within such time and for such length of time
as the said Board may, in said notice, require, in
case such notice is as to repairs or improvements as
above stated, or shall make said track conform to any
grade within thirty days time from receiving such notice
in case such notice is as to grade of such street,
and upon the failure of second party as to do said
Board of Public Works shall have the right to take up
such track, to make such improvements or repairs or
to make such track conform to such grade and at the
costs thereof to said second party, and in case said

second party shall fail to pay such costs & charges within the time from the time said Board shall have made such bill therefor then said City shall have a right of action to recover cost or expense against said second party together with a reasonable Attorney fee with the addition of

3. If in the construction of said track it shall become necessary to change the now existing grade of such street, in order to have said track of the same grade of the other tracks of said second party, and in so doing it shall become necessary to change the grade of any part or parts of the remainder of such street or the adjacent adjacent streets, then said party of the second part shall at its own expense under the plans and specifications of the Civil Engineer of the first party, and under the order and direction of the Board of Public Works cause the remainder of said street to be properly graded so as to conform to such grade.

And the party of the second part agree to keep all part of said street crossed by the right of way of second party in a proper and sufficient state of repair at all times at its own expense and in a manner that the Board of Public Works of said City may from time to time order.

And at the time of the construction of said track and the re-laying of said existing tracks, the party of the second part shall place that part of said street crossed by its right of way in a first class and sufficient state of repair, of the kind of materials now used therein, showing under the rails of said tracks a six inch concrete foundation, and in accordance with plans and specifications thereof of the Civil Engineer of said first party, and to the satisfaction and under the direction of said Board of Public Works.

4. That the said party of the second part shall not at any time load or unload or cause or permit to be loaded or unloaded, cars, or leave the same stand on the street mentioned in this contract at any time whatever without the written permission of the Board of Public Works, and shall not at any time operate its trains over and across said street so as to interfere with the free use of the same by the public, and shall in the operation of its trains over and across said street conform to all the ordinances of the party of the first part now in operation or which may hereafter be passed by the Council of said City in relation to the running and operation of steam railroads within said City.

5. Party of the second part shall as constructed and maintain its track in such manner as to not, in any way interfere with the drainage of the surface water on the street herein mentioned, and shall, when constructing said tracks over and across said street, do the same under the direction of the said Board of Public Works.

6. Party of the second part further agrees and binds itself to keep and hold said city free and harmless from any and all liability from any and all damages that may accrue to any person, persons, or property, on account of any injury to their person or property growing out of the construction, maintenance or operation of said track or the operation of any cars thereon, by any person or corporation, and in case suit shall be filed against said party on account thereof, said party of the second part upon notice to it by said city, shall defend said action at its own expense, and in the event ^{they} judgment be rendered in said action against said city, the party of the second part shall pay such judgment with all costs, and hold the city harmless therefrom. And said second party shall execute to the party of the first part a bond with sufficient surety to be approved by said Board of Public Works, payable to said city, in the sum of Ten Thousand Dollars, conditioned for the faithful performance by said second party of all the conditions and provisions contained in this contract to be performed on its part, and will from time to time, whenever desired by said Board of Public Works renew said bond.

7. It is further agreed that if said second party fails to comply with and perform any of the provisions of section 1, 3, 4, 5, 6, of this contract, the consent, permission and authority herein granted shall at once terminate, and second party shall forfeit all rights herein, and shall cause the removal, at its expense, of said track, and place said street in as good and safe condition for travel, and of the same material, as the remainder thereof.

8. This contract shall not in any manner enter into or effect the question of the elevation of the tracks of the second party, and all or any laws that may now or hereafter prescribe the manner of or effect the elevation of the now existing tracks of the party of the second part

shall apply to and affect the track to be constructed under this contract.

9. It is further understood and agreed that this contract and the provisions thereof shall be binding upon the successors and assigns of the party of the second part.

Witness our hands and seals this 11th day of June 1907.

City of Fort Wayne
By E. J. Lennon
Mayor
James B. Brown

New York, Chicago & St. Louis
By W. H. Blair
Attorney

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract entered into by and between the City of Fort Wayne by and through its Board of Public Works, and The New York, Chicago & St. Louis Railroad Company on the 28th day of May 1907, relative to the construction, maintenance and operation of an additional steam railroad track across Harrison Street in said city as fully set forth in the preamble hereto, be and the same is hereby in all things ratified, confirmed and approved.

Section 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 11th day of June 1907.

We hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11th day of June 1907, by a majority vote of the members thereof, did pass the above ordinance.

and known as General Ordinance No. 326.

A. L. Lohman
President

J. Frank Montgomery

Presented to the Mayor for approval on the 17th day of June
1900

J. Frank Montgomery

Adopted this 25th day of June 1900

H. M. Lohman, Mayor

General Ordinance No. 327

Introduction by
the Council

An ordinance regulating the stringing of electric and other wires in the City of Fort Wayne and providing a penalty for its violation

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, while engaged in the stringing from pole to pole of electric or other wires to enter upon the roof or roofs of any building or buildings within the City of Fort Wayne without first procuring from the owner or occupant of such building permission and authority in writing as to do.

Sec 2: That it shall be unlawful for any person, company or corporation to cause permit or allow any of its employees while engaged in the stringing of electric or other wires from pole to pole to enter upon the roof or roofs of any building or buildings within the City of Fort Wayne without first obtaining from the owner or occupant of such building or buildings permission in writing as to do.

Sec 3: That any person or persons, company or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding \$100.

Sec 4: This ordinance shall be in full force and take effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 25th day of June 1907.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 25th day of June 1907 by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 327.

N. C. Schuier

President

J. Frank Munger
City Clerk

Presented to the Mayor for approval on the 28th day of June 1907

J. Frank Munger

Approved this 6th day of July 1907

Wm J. Barry
Mayor

1. Plaintiff
2. Defendant

Case and number above, in a contract heretofore made and entered into on the 11th day of June 1907, by and between the City of Fort Wayne by and through its Board of Public Works and The Fort Wayne Forest Park Company as amended on June 25th 1907

Whereas, heretofore on the 11th day of June 1907, The City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne Forest Park Company, providing for the laying down by said City of water main extension in Forest Park Addition to the City of Fort Wayne, and providing for the method of payment therefor, which contract is in the following words and figures:

"The agreement made this 11th day of June 1907, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and The Fort Wayne Forest Park Company, party of the second part; witnesseth,

That, said party of the second part is the proprietor of an addition recently laid out by it and designated as Forest Park Addition to the City of Fort Wayne, a plat of which was recently approved by said Board of Public Works and it is desired by the party of the second part to improve said addition by extending the water mains of said City from where the same are now located in Lakeside Park Addition to and through said Forest Park Addition; and

Whereas, said party of the first part cannot, at this time, construct such extension to said water works system, it being desirous of using the funds of said system for other and different improvements at this time; therefore,

It is agreed that the party of the first part shall extend its said water works system by laying down a water main from a point in Lake Avenue to be designated by said first party, thence east on said Lake Avenue to California Avenue, thence north on California Avenue to Grosvenor Avenue, thence west on Grosvenor Avenue to Cassatt Avenue, where said main shall be connected with the main now situated in said Cassatt Avenue, provided, said second party shall deposit before such construction is commenced, and at such time as said first party and second party shall ascertain the cost of such extension, with said

Board of Public Works, an amount of money equal to the ascertained costs of such construction, and said party of the first part shall use the money so deposited for the purpose of making and in paying for the construction of such extension.

All the materials used in such extension shall be in the books of the party of the second part until the same is taken over by the said party of the first part on the following terms:

until said party of the first part shall repay the second party as hereinafter provided, the amount so deposited by it for the extension of said work; said first party shall collect and pay over to second party all money collected from consumers along the lines so constructed, and at any time said city desires to become owner of said extended line it may do so at its option, by paying to the second party the amount so deposited to second party, less the aggregate amount that may be turned and paid over to second party on account of the collection of money from consumers as above provided. If first party elects to buy said extended line and pay therefor as above stated within two years from the date of completion of said main, then such money so deposited shall be a no interest, but if it desires to buy the same after the expiration of such two years, then it shall pay in addition to the amount so deposited, interest thereon at the rate of three and one half per cent ($3\frac{1}{2}\%$) per annum from the expiration of said two years, less the amounts so turned over to second party on account of collections from such consumers. It is further understood that, in the event that said city does not within said two years take over and buy said extended line as above provided, or buy the same after that time as above provided then said line shall remain the property of said second party until such time as the money paid over to it on account of such collections from said consumers shall equal the amount of the deposit so made by second party, with three and one half per cent. interest after the expiration of said two years, but during all of which time said first party shall have the free use of the hydrants on said line for the use of its fire department and for all other public uses that it may desire, and without any charge therefor.

The amount to be so deposited by said second party shall be as above stated the actual ascertained cost of making and laying said main as above stated, but the amount to be repaid by said city to the party of the second part for such main shall be on the

of $\$31.50$ for each
of main and first, and two and three for the (2 3/4) cents in.
Second for all the water actually used in the construction of
said main, and in the event that the costs of such special or
of such main shall exceed said amount the excess over
and above the same shall be paid by the party of the second part
and not subject to it be said city.

It is further agreed between the parties hereto that the
main or extension to be constructed under this contract shall
be at all times from the time of construction, under the control
and management of the party of the first part and all rules
of the Department of Public Works, and all ordinances of the
City of Fort Wayne in connection with said Water Works System
shall apply to the extension made hereunder, and all the
patrons of said party of the first part in the consumption of water
shall be subject to all the rules of the Water Works Department
of said city, and such rules shall be as effective upon said
patrons the same as upon other patrons and consumers in
other parts of said city, in other words said city shall exercise
the same rights and powers over said extension and said
consumers as is exercised by said city over all other consumers
and water mains in said city, and the party of the second part
shall have no power or control as to these matters over said
main or consumers.

This contract shall be binding and effective upon the successors
and assigns of the party of the second part to the same extent and
in the same manner as it is upon the party of the second

Witness our hands and seals

Attest
Julius F. Franke
Clerk

The City of Fort Wayne
By: E. J. Lemmon
Henry Schwartz
Jesse Brosius
Board of Public Works

The Fort Wayne Forest Park Co

By: W. J. Vasey
Its President
Louis F. Lemmon
Its Secretary

Sec. 1: Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 11th day of June 1907, entered into, by and between the City of Fort Wayne by and through its Board of Public Works, and the Fort Wayne Forest Park Company as fully set forth in the preamble hereto, be and the same is hereby in all things confirmed, ratified and approved

Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Attest

I am at the Council Chamber in the City of Fort Wayne Indiana
on the 28th day of June 1907

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular session held on the 28th day of June 1907, by a majority vote of all the members present did pass the ordinance herewith attached and the same as General Ordinance No 328

H. C. Schuman
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 28th day of June 1907

J. Frank Mangrove
City Clerk

Approved, this 6th day of July 1907

General Ordinance No 329

1. Introduction to
2. 1907 Edition

An ordinance authorizing the appointment by the Board of Public Safety of additional special Sanitary Policemen and fixing their salary as amended

July 9th 1907

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that the Board of Public Safety be and they are hereby given the power and authority to appoint one additional special sanitary policeman to execute the orders of the Board of Public Health and Charities and to appoint a special policeman to be nominated by the Board of Public Health and Charities, and to receive a salary at the rate of sixty dollars (\$60.00) per month.

Sec. 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Marion B Johnson

done at the Council Chamber in the City of Fort Wayne Indiana on the 9th day of July 1907

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of July 1907, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 329,

A. C. Sedgwick
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 12th day of July 1907

J. Frank Mungovan
City Clerk

Approved this 22nd day of July 1907

Wm. J. Hasey
Mayor

115

General Ordinances No 330.

Introduced by
R.H. Harrison
An ordinance approving and ratifying the contract entered into on the 27th day of June 1907 by and between the City of Fort Wayne, Indiana, through its Board of Public Works and Fort Wayne Electric Works.

Whereas the City of Fort Wayne by and through its Board of Public Works on the 27th day of June 1907, entered into a contract with Fort Wayne Electric Works of Fort Wayne, Indiana, for the construction to said Fort Wayne Electric Works of certain sections of the Municipal Electric Light and Power Plant of said City, which contract is in the following words to-wit:

It is agreed made and entered into this 27th day of June 1907 by and between the City of Fort Wayne, by and through, its Board of Public Works and the said Fort Wayne Electric Works, hereinafter referred to as the "Board", and Fort Wayne Electric Works of Fort Wayne, Indiana, a corporation, hereinafter referred to as the "Contractor", to-wit:

That for and in consideration of the payment to said Board to said Contractor of the sum of money hereinafter referred to, said Contractor agrees and binds itself to furnish all the materials and labor and to construct for the said Board, certain portions of the Municipal Electric Light and Power Plant, described in sections three, four, seven, eight and ten of the official specifications of said Board for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said portions of said Municipal Electric Light and Power Plant to be constructed in the manner, described in, and in accordance with the several conditions and said sections three, four, seven, eight and ten of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same, reference to all of which plans and specifications is hereby made as a part hereof, and the provisions of the same are hereby made parts of this contract and binding upon the parties hereto, the same as if fully set forth herein, and all of which plans and specifications were furnished by said Board, and are on file in its office.

It is further agreed between the parties hereto that all the bids for the doing of said work, and the jurisdiction

materials made by said Contractor, not in conflict with said plans and specifications; and hereby made parts of this agreement the same as if copied in full herein, which said bids are on file in the office of said Board, as provided by and under the said specifications, plans and bids, machinery, apparatus, appliances, and materials are adopted, and the quantities and selections made, as particularly set forth hereinbelow under the various sections.

Section Three.

Two 500 K.W. General Electric Company Curtis Turbine Generator are adopted with the accessories required therein to constitute the complete installation and equipment of said turbine generators and accessories. There shall be furnished the two 25 Kilowatt Turbo-Exciters, accessories, attachments and installation complete. The speed guarantee, performance and detail construction of said Turbine Generators and Turbo-Exciters to be the same as stated in said bids.

Section Four.

Condensers and Condenser Equipments shall be furnished and erected complete as per the specifications and plans. The Allinger or Worthington Surface Condensers and Equipments are adopted.

Sections, Seven and Eight.

The work under these sections to be completed in accordance with the specifications.

Two General Electric Company Mag. style type of lamps and the station regulating transformers for the same, and the Rectifier, valves, Distillate and Purge, and all necessary and proper appliances and devices in connection with and for the complete station electrical equipment for the said Arc Lamp Circuits, shall be furnished. Said Lamps, Transformers, Rectifier valves and Devices shall be furnished of the latest adopted kind and type to time of furnishing the same, and oil submerged Rectifier Tubes shall be furnished if same shall be deemed best in the circumstances.

There shall be furnished hereunder seven 75 Lamp Transformers and six 75 Light Constant Current Control Panels, and all apparatus and appliances therein, as above described.

The number of lamps shall be four hundred and thirty as specified, including Absolute Sixty.

The Arc Lamp system herein described and adopted is further known as the "4 ampere Series Luminous Arc System". It is further agreed between the parties hereto that in consideration of the execution of this agreement the said Board shall and the

the furnishing of said materials and the completion of said work that it will pay to said Contractor the sum of Seventy thousand five hundred and eighty and eighty-one hundredths Dollars (\$70,580.82) in the manner and in accordance with the "Terms of Payment" provided for in said general specifications. It witness our hands and seals the day and year first above written.

Attest
H. H. Becker
Clerk

The City of Fort Wayne
Dr. Cassman
H. H. Schuster
Jesse Brasier
Board of Public Works

Fort Wayne Electric Works
By: F. T. Huntington
S. E. Treasurer.

Fort Wayne Electric Works	
Sections 3 and 4 and 5, as per bids	\$ 48,150.00
" 7 and 8 as per bids	25,692.00
" 10 as per bid	<u>2,538.80</u>
	\$ 76,380.80
Declined Section 5	<u>5,800.00</u>
Contract Price	\$ 70,580.80
Additional equipment as per agreement	<u>3,318.00</u>
Total	\$ 73,898.80

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for entered into on the 27th day of June 1907, by and between the City of Fort Wayne by and through its Board of Public Works, and Fort Wayne Electric Works of Fort Wayne, Indiana, relative to the construction by said Fort Wayne Electric Works of certain portions of the contemplated Electric Light and Power Plant of said City as fully set forth in the preamble hereto, be and the same is hereby in all things ratified, approved and confirmed.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

R. H. Harris

one of the Council Chamber in the City of Fort Wayne, Indiana.
on the 16th day of July 1907.

He further certifies that the Common Council of the City of Fort Wayne
Indiana at a special meeting held on the 16th day of July 1907
in a session of all the members did duly consider the ordinance
to amend all school and business as General Order No. 330

H. C. Anderson
President

Frank W. Mangum
City Clerk

Presented to the Mayor for approval on the 23rd day of July 1907

Frank W. Mangum
City Clerk

Approved this 23rd day of July 1907

John J. [unclear]
[unclear]

License Certificate No 331

I, the undersigned, do hereby certify and ratifying a contract entered into by and between the City of Fort Wayne and Moulton Construction Co. on the 28th day of June 1907 Providing for the construction of a dam on Spay Run,

That on the 28th day of June 1907 the City of Fort Wayne by and through its Board of Public Works, entered into a contract with Moulton Construction Co. providing for the construction by Moulton Construction Co. of a dam in connection with the Municipal Electric Light and Power Plant to be constructed by said City, which contract is in the following words;

This agreement made and entered into this 28th day of June 1907 by and between the City of Fort Wayne by and through its Board of Public Works, Party of the first part, and Moulton Construction Co. of Fort Wayne Indiana, Party of the second, Part Witnesseth.

That for and in consideration of the payment by the Party of the first part to the Party of the second part, of the sum of money hereinafter referred to, the Party of the second part agrees, and hereby binds itself, to furnish all the materials and labor, and to construct, for said Board, a concrete dam in Spay Run in the City of Fort Wayne, being that portion of the Municipal Electric Light and Power Plant to be constructed by said City of Fort Wayne, described in section twelve of the official specifications of said Party of the first part, for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said Part of said Municipal Electric Light and Power Plant, namely said dam, to be constructed in the manner described in, and in accordance with the general conditions and said section twelve of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same reference to all of which plans and specifications, are hereby made, as a Part herof, and the provisions of the same are hereby made part of this contract, and binding upon the Parties hereto the same as if fully copied herein and all of which plans and specifications are on file in the office of said Board.

In case the Party of the first part desires to avail itself of

any of the options contained in said section, to be made under the word "special," and any additional or extra quantity of concrete is made necessary thereby, or more than quantity is shown required of such concrete, the party of the first part shall, if such extra concrete is required, pay for the same at the rate of six dollars (\$6.00) per cubic yard, and if a lesser quantity of concrete is required by the exercise of such option in the construction of said dam there shall be no payment therefor. In testimony whereof the party of the first part do hereby certify that the party of the second part is entitled to a deduction from the price to be paid for such concrete, in the amount of six dollars (\$6.00) per cubic yard for such deduction in quantities first so required.

It is further agreed between the parties hereto that the bid of the party of the second part for the work to be done, and the furnishing of said materials, and in relation thereto, shall be subject to the approval of the Board of Directors of this government, the same as it related in full herein, which is filed in the office of the Secretary of Public Works.

It is further agreed by the parties of the second part that all statements contained in said bid, as to the manner of doing said work, as now in compliance with the specifications and any and all reservations contained in said bid touching other than for the complete performance of said work by the party of the second part, shall not in any manner enter into or become a part of this contract, and any and all claims of the party of the second part of any rights growing out of any such statements or reservations, are hereby by said party waived.

The work in this contract specified, and the materials to be furnished hereunder shall be completed and finished within six months from the date hereof.

Party of the second part hereby agrees that it will, within ten days after the execution of this contract and its approval by the Common Council of said city, execute a bond as provided in said contract.

It is agreed by said party of the first part that for and in consideration of the furnishing of said material and the performance of said work, that it will pay to the party of the second part the sum of Twelve hundred thirty eight Dollars and forty cents (\$1238.40) in the manner and in accordance with the terms of "Summit" provided for in said general specifications.

Witness our hands and seals the day and year first above written.

direct
F. H. Becker
Clerk

The City of Fort Wayne
By: C. J. Lennon
Henry Schenck
Jesse Brinsell
Board of Public Works

Mollerling Construction Co.
By: C. H. Mollerling
Its President

Mollerling Construction Company

Section 12 as per bid

Sec. 1: Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 28th day of June 1907 entered into by and between the City of Fort Wayne by and through its Board of Public Works, and Mollerling Construction Co., providing for the construction by said Mollerling Construction Co. of a dam in connection with the Municipal Electric Light and Power Plant as fully set forth in the honorable contract, be and the same is hereby in all things ratified and approved.

Sec. 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Done at the Council Chamber in the City of Fort Wayne Indiana on the 16th day of July 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 16th day of July 1907, by a majority vote of all the members elect did pass the ordinance hereto attached, and known as General Ordinance No 331

H. C. Schriener
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1907
J. Frank Mungovan
City Clerk

Approved This 23rd day of July 1907
Wm. J. Henry
Mayor

introduced to the ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne, and Albion Custodian's Chimney Construction Co. on June 28th, 1907

That on and from on the 28th day of June 1907 the City of Fort Wayne by and through its Board of Public Works entered into a contract with Albion Custodian's Chimney Construction Co., providing for the construction by said company of a chimney or stack in connection with the Municipal Electric Light and Power Plant to be constructed by said City, which contract is in the following tenor:

This agreement made and entered into this 28th day of June by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Albion Custodian's Chimney Construction Co. of Chicago Illinois, party of the second part, it is covenanted,

That for and in consideration of the payment by the party of the first part to the party of the second part, of the sum of money hereinafter specified, the party of the second part agrees and binds itself to furnish and construct for said City a Radial Brick Chimney or Stack, being a portion of the Municipal Electric Light and Power Plant to be constructed by said City of Fort Wayne, described in section two of the official specifications of said party of the first part for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said part of said Municipal Electric Light and Power Plant, namely said chimney or stack, to be constructed in the manner described in and in accordance with the general conditions and said section two of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same, and the specifications and plan number 3226, and bid "A" filed with the said Board of Public Works by the party of the second part, reference to all of which plans and specifications are hereby made as a part hereof, and the provisions of the same are hereby made parts of this contract and binding upon the parties hereto the same as if fully copied herein, and all of which plans and specifications are on file in the office of said Board of Public Works.

The party of the second part having filed bids on several items

stacks or chimneys, leaving it to said City to determine which would be adopted by it. The party of the first part hereby adopts the larger chimney of 160 feet in height and 6 feet 6 inches in diameter, as described in bid "A" and plan No 3226, of the City of the second part.

It is further agreed between the parties hereto that the bid of the party of the second part for the doing of said work, as well as specifications, detail, data and plans filed with said bid, shall not conflict with the official plans and specifications so proposed by said party of the first part and hereby made parts of this agreement the same as if copied in full herein, which said bids, plans, etc. are on file in the office of said Board of Public Works.

It is further agreed by the party of the second part that all statements contained in said bid as to the manner of doing said work as are in conflict with said specifications, and any and all reservations contained in said bid providing other than for the complete performance of said work by the party of the second part shall not in any manner enter into or become a part of this contract, and any and all claims of the party of the second part of any rights growing out of any such statements or reservations, are hereby by said party waived.

Said chimney or stacks, and all work in this contract specified, and the materials to be furnished hereunder, shall be completed and furnished within ninety days from the time the party of the first part shall notify the party of the second part in writing, that the location for said chimney or stacks has been fixed by said Board of Public Works, and the premises are ready for the commencement of said work by the party of the second part.

Party of the second part hereby agrees that it will within ten days after the execution of this contract, and its approval by the Common Council of said City, execute a bond as provided in said general specifications.

It is agreed by said party of the first part that for and in consideration of the furnishing of said material, and the performance of said work, that it will pay to the party of the second part the sum of Four thousand four hundred dollars (\$4400.00) in the manner, and in accordance with the "Terms of Payment" provided for in said general specifications.

Witness our hands and seals the day and year first above written.

Attest
A.W. Becken
Clerk

The City of Fort Wayne
By E. J. Leavens
Commons Secretary
Indian Province
Board of Public Works

Alphonse Gustoski Chimney Construction Co.
By Henry P. Thompson
Its District Sales Agent

Section 1: Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore entered into by and between the City of Fort Wayne by and through its Board of Public Works on the 28th day of June 1907, and the Alphonse Gustoski Construction Co. providing for the construction by said company of a chimney or stacks on the Municipal Electric Light and Power Plant to be erected by said City, as fully set forth in the preamble hereto be and the same as hereby in all things, ratified and approved

Section 2: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

Enacted

Done at the Council Chamber in the City of Fort Wayne Indiana on the 16th day of July 1907

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a special Meeting held on the 16th day of July 1907 by a majority vote of all the members elected did pass the ordinance herewith attached and known as General Ordinance No 332

W. C. Schuier
President

J. Frank Mangum
Clerk

Presented to the Mayor for approval on the 22nd day of July 1907

J. Frank Mangum
Clerk

Approved this 23rd day of July 1907

Ordinance No. 333

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and P. K. Engineering Company on the 28th day of June 1907 providing for the construction of certain parts of the Municipal Electric Light and Power Plant,

Whereas, herebefore on the 28th day of June 1907, the City of Fort Wayne by and through its Board of Public Works, entered into a contract with the P. K. Engineering Company of St Louis Missouri, providing for the construction by said P. K. Engineering Company for the construction of certain parts of the Municipal Electric Light and Power Plant to be constructed by said City, which contract is in the following

The agreement made and entered into this 28th day of June 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, for convenience hereinafter referred to as the Board, and P. K. Engineering Company of St Louis Mo. party of the second part, for convenience hereinafter called the "Contractor"; Witnesseth,

That for and in consideration of the payment by the said Board to said Contractor of the sum of money hereinafter referred to, said Contractor agrees, and hereby binds itself, to furnish all the materials and labor, and to construct for the said Board certain portions of the Municipal Electric Light and Power Plant, described in sections one and five of the official specifications of said Board for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said portions of said Municipal Electric Light and Power Plant, to be constructed in the manner described in, and in accordance with the general conditions and said sections one and five of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same, reference to all of which plans and specifications is hereby made as a part hereof, and the provisions of the same are hereby made parts of this contract, and binding upon the parties hereto, the same as if fully copied herein and all of which, plans and specifications are on file, and

the office of said Board.

It is further agreed between the parties hereto that all the bids for doing of said work, and the furnishing of said materials made by said Contractor, not in conflict with the Plans and Specifications herein made, parts of this agreement, shall have as if proposed in full herein, which said bids are on file in the office of said Board.

As provided, by and under said specifications, plans and bills machinery, apparatus, appliances and materials are adopted, and designations and selections made, as particularly set forth hereinafter under the various sections.

Section one

Three Benson Boilers of 350 horse power each are hereby adopted, as provided in said specifications.

No. 8 steel branching is hereby adopted as provided in said specifications, to be provided for the connection of a fourth boiler in future, and to be 78 inches in diameter from the point of fourth connection to the stack.

The said boilers shall be set two in one battery and one alone, at location as may be directed by the engineer, after the dimensions shall be furnished by the contractor.

The Board shall have the right hereunder, and is hereby given such right, to have installed by said Contractor in connection with said Boilers, Roney Stokes Complate, as provided in said bid, at an additional cost of two thousand four hundred and ninety Dollars (\$2490.00) or other type of stacker at the cost thereof; less (\$750.00) which is included in the contract price for the grate adopted under this contract, provided said stacker be ordered within forty five days from the time this contract is ratified by the Common Council of said City.

In event stacker are not ordered the boiler shall be set at a height to be agreed on, or if desired by the engineer determined by him, so that stacker may be readily installed in the future.

In the event stacker are not installed the grate shall be either the McClure, Sharpe Improved, Modoc or Martin dumping and rocking grate, as may hereafter be accepted by the engineer.

Section five

The work to be performed, and the materials to be furnished under section five of said specifications, shall be furnished and completed as described in, and in accordance with, said plans and specifications.

The Boiler Feed Pump shall be of make to be hereafter designated by the Engineer in charge of said work, and to his approval.

The Feed Water Heater shall be Cochrane or Hoopes.

Separators, shall be Cochrane or such other make as shall be designated and approved by said Engineer.

Traps shall be McDaniel's or as good traps of some other make to be designated and approved by said Engineer.

34 12 inch suction pipes from Reservoir in said city to the Condenser Circulating Pumps shall be cast iron.

The work under this section (Section five) is on the basis of the main specifications relating to steam plant, Turbines etc., as have been adopted by said Board, as shown by other contracts relating to the performance of work on said Electric Light and Power Plant.

It is further agreed that in all other respects not above specifically described, all the work, labor and materials referred to in this contract shall be as above stated furnished and performed in accordance with, and as described in said plans and specifications.

It is further agreed by said Contractor that all statements contained in said bids as to the manner of doing said work as are in conflict with said plans and specifications, and any and all reservations contained in said bids, providing other than for the complete performance of said work by said Contractor, shall not in any manner enter into or become a part of this contract, and any and all claims of said Contractor of any rights growing out of any such statements or reservations are hereby by said Contractor waived.

The work provided for in this contract to be performed in accordance with section one of said specifications, and the materials necessarily furnished in the doing of such work as herein provided, shall be commenced and furnished as early as possible, and as set forth specifically in said specifications and shall be prosecuted with diligence, and completed without delay as particularly mentioned in said specifications, and not later than February 1st 1908.

And the work to be performed and materials to be furnished under section five of said specifications, as provided in this contract shall be furnished and completed not later than the 1st day of March 1908, and in the manner provided in said general conditions of said official Specifications.

It is agreed by said Board that for and in consideration of the furnishing of said material, and the completion of said work, that it will pay to said Contractor the sum of thirteen thousand two hundred and twenty dollars (\$13,220.00) in the manner and in accordance with the "Terms of Payment" provided.

for in said general specifications

Part of the second part hereby agrees that it will within ten days after the execution of this contract and its approval by the Common Council of said City execute a bond as provided in said general specifications

Witness our hands and seals this day and year first above written

Attest
H. P. Decker
Clerk

The City of Fort Wayne
By E. J. Lennon
Henry Schwartz
Mayor

Board of Public Works

R. K. Engineering Co
By Nathan R. R.

R. K. Engineering Company

Section 1: (350 H.P. Boilers) per bid	\$ 12,535.00
Breeching as per bids	800.00
Dumping and Rocking Grates as per bid	750.00
Section 5: as per bids	5,135.00

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and R. K. Engineering Company of St Louis Mo. providing for the construction by said R. K. Engineering Company of certain portions of the Municipal Electric Light and Power Plant to be constructed by said City as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Michael

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 16th day of July 1907

We do hereby certify, that the Common Council of the City of
Fort Wayne Indiana, at a special meeting held on the 16th day
of July 1907, by a majority vote of all the members elect did
pass the following ordinance attached and known as
General Ordinance No 373.

W. C. Johnson
President

Frank Mangum
City Clerk

Presented to the Mayor for approval on the 22nd day of
July 1907

Frank Mangum
City Clerk

Approved this 23rd day of July 1907

W. C. Johnson
Mayor

Introduced by *Ch.* and *James* ratifying and approving a contract entered into by and between the City of Fort Wayne and the Mc Bride Electrical Company, on the 28th day of June, 1907, relative to the construction of certain parts of the Municipal Electric Light and Power Plant.

Whereas hereto on the 28th day of June, 1907 the City of Fort Wayne by and through its Board of Public Works entered a contract with the Mc Bride Electric Company (Incorporated) of St Paul Minnesota, providing for the construction of certain portions of the Municipal Electric Light and Power Plant for said city which contract is in the following words to-wit:

This agreement made and entered into this 28th day of June 1907 by and between the City of Fort Wayne, by and through its Board of Public Works party of the first part, for convenience, hereinafter referred to as the "Board" and the Mc Bride Electric Company (Incorporated), of St Paul Minnesota, party of the second part, for convenience, hereinafter called the "Contractor" be it remembered

That for and in consideration of the payment by the said Board to said Contractor of the sum of money hereinafter referred to, said Contractor agrees and hereby binds itself to furnish all the materials and labor, and to construct for the said Board certain portions of the Municipal Electric Light and Power Plant referred to, covered by and described in Section nine and eleven of the official specifications of said Board for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said portions of said Municipal Electric Light and Power Plant to be constructed in the manner described in and in accordance with the general conditions, and sections nine and eleven, of said official specifications for the construction of said Electric Light and Power Plant, as well as in accordance with the official plans for the construction of the same, reference to all of which plans and specifications hereby made as a part hereof, and the provisions of the same are hereby made parts of this contract, and binding upon the parties hereto, the same as if fully copied herein, and all of which plans and specifications are on file in the office of said Board.

It is further agreed between the parties hereto that all the bids for the doing of said work and furnishing of said material

and Contractor, not in conflict with the provisions of said plans and specifications are hereby made a part of this agreement the same as if copied in full herein which said bids are on file in the office of said Board.

(Is provided by and under the specifications, plans and bids, the machinery, apparatus, appliances and materials are adopted and designations and selections made as particularly set forth herein below under the various sections.

Section Nine

The work and materials under this section shall be completed and furnished in accordance with said specifications and plans.

No 8 wire is adopted for the Arc Lamp Circuits. The Arc Lamp System known as the "Magnetite" or "Four Ampere Luminous Arc System," has been adopted requiring nine circuits, and the work under this section shall be carried out according by dividing the Arc Lamps into nine circuits to meet the approval of the Engineer as shown in and provided by the specifications. Instead of No 6 lead covered cables for underground work, No 8 lead covered cables are adopted. This cable shall be single wire cable on Calhoun Street in said city and double cable on Perry and Calhoun Streets in said city.

The New Fire Alarm and Telephone cable to be furnished and installed shall be of the standard quality lead covered cable for such work, of first-class material and construction.

Instead of the nine "Fancy Poles," mentioned in the bid the regular iron lamp poles and mast arms shall be furnished. Special strain insulators are to be used on guys and first-class appliances for the cable and brad construction used throughout the work, all mast arms shall be the Cutler Third Braced mast arms, with 12 foot over-hang similar to style "A" shown in the official plan of the Board. All Arc Lamps suspension pulleys shall be button brad arc lamps suspension pulleys.

All the work on telephone poles, lines and conductors shall be conducted in such a manner as to fully protect the property of the Home Telephone and Telegraph Company and in such a manner as may be provided in the contract now entered into or to be hereafter entered into with said Home Telephone and Telegraph Company by said city relation to the manner in which said company's poles may be used by said city for the stringing of wires in connection with such Electric Light and Power Plant.

Said Contractor will not furnish the absolute cut-outs as the same are furnished by another contractor with the same.

Section Three.

The work and materials under this section shall be furnished and completed in the manner described in, and in accordance with the said plans and specifications.

The roof of the Main Power Station shall be a good quality of slate to the approval of the engineer in charge of said work.

Composition roof on coal house to be such as may be required by and to the approval of said Board.

The Contractor agrees to rearrange the floor of Generator Room and rearrange Transformer Room in such manner, and as may in the opinion of said Engineer, be necessary on account of the space that will necessarily be occupied by, Turbine Generators, which have been adopted by the Board.

Iron steps are included herein. The weighing scales shall be such as to meet the approval of said Board, and are included in the contract price hereinafter mentioned, but the Contractor shall not be required to furnish any kind of scales that will entail upon it a cost of more than \$100.00 for each set of scales.

Stone Coping is hereby adopted as provided in the plans and specifications, Bedford Stone.

The Board shall have the right to substitute tile coping instead of stone of such design as may be required by said Engineer or agreed upon by parties hereto, and to the approval of said Engineer, in which event a reduction of five hundred dollars (\$500.00) shall be made in price to be paid said Contractor under this agreement.

Samples of brick and especially the outside or face brick for the Power Station shall be submitted to said Board before beginning the work, and the Contractor shall use the brick decided upon by said Board.

It is agreed that in all other respects on the above specifically and described line of work, labor and materials referred to in this contract, shall be as above stated, furnished and performed in accordance with and as described in said plans and specifications.

It is further agreed by the said Contractor that all statements contained in said bids as to the manner of doing said work as are in conflict with said plans and specifications, and any and all reservations contained in said bids providing other than for the complete performance of said work by said Contractor, shall not in any manner enter into or be

a part of this contract and any and all claims of said Contractor of any rights growing out of said statements or reservations, are hereby by said Contractor waived. The work provided for in this contract shall be commenced by said Contractor within thirty days from the execution of the same, and its approval by the Common Council of said City, and said work shall be carried forward diligently and completed without delay and not later than the first day of March 1905.

Said Contractor shall within ten days after the execution of this contract, and its approval by the Common Council of said City execute to said Board a bond as provided in said General Specifications.

It is agreed by the said Board that for and in consideration of the furnishing of said materials and the completion of said work that it will pay to said Contractor the sum of Fifty six thousand and two dollars (\$56,002.00) in the manner and in accordance with the "Terms of Payment" provided for in said General Specifications.

Witness our hands and seals this day and year first above written.

attest
H. W. Becker
Clerk

City of Fort Wayne
By: C. J. Lennow
Henry Schwartz
Jesse Brosius
Board of Public Works

McBride Electric Company
By: G. N. Berggren
Its Vice President and General Manager
McBride Electric Company

Section 9, as per bid	\$42,000.00
" " " " "	<u>15,600.00</u>
Additional for 9 conduits instead of 6 as determined by the Engineer under the specifications	\$57,600.00
	544.00
Additional for iron steps in Boiler Room	<u>50.00</u>
Deductions as per bid and determinations of Engineer:	\$58,194.00
Regular style iron poles as used on exterior of work, instead of "fancy poles" as bid on	\$150.00
Absolute cut-outs deducted as per bid	1,000.00
No 8 lead cable instead of No 6	842.00
Standard quality telephone and fire alarm	
Cable instead of special	<u>200.00</u>
	<u>72.00</u>
	\$56,002.00

103

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore made on the 28th day of June, 1907; entered into by and between the City of Fort Wayne by and through its Board of Public Works and the McBride Electric Company (incorporated) of St Paul, Minnesota providing for the construction by said McBride Electric Company for said City of certain parts of the Municipal Electric Light and Power Plant of said City as fully set forth in the preamble hereto be and the same is hereby in all things ratified confirmed and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

Thos. J. Meyer

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 16th day of July 1907.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a special Meeting held on the 16th day of July 1907, by a majority vote of all the members present did pass the Ordinance hereto attached and known as General Ordinance No 334.

H. C. Schiess
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1907.

J. Frank Mangrove
City Clerk

Approved this 23rd day of July 1907

Thos. J. Meyer

General Ordinance No. 335

Introduced by
H. B. D.

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Massillon Iron and Steel Company, on the 16th day of July 1907, for the purchase by said City from said Company of Iron pipe and castings for the Water Works Department of said City.

Whereas, heretofore on the 16th day of July 1907, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Massillon Iron and Steel Company, for the purchasing by said City of cast iron pipe and special castings, for use in the Water Works Department of said City, which contract is in the following words and figures:

This Agreement made and entered into this 16th day of July 1907, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and the Massillon Iron and Steel Company, party of the second part, Witnesseth,

The party of the first part agrees and hereby binds itself to buy, and the party of the second part hereby agrees to sell and deliver to the party of the first part, the Cast iron pipe and special castings herein after specified, for the price and in accordance with the terms and conditions, specified below. The delivery of ~~any~~ such cast iron pipe and special castings to be subject to interruption by reason of strikes, unavoidable accidents at the foundry and delay in transit, not caused by the party of the second part, and for which it is not responsible.

The pipe and special castings hereby purchased shall be of the quantity, quality, weight and price as follows:

Quantity, Weight and Price

Cast Pipe:

Ten thousand feet of six inch cast iron pipe, of the kind hereinafter described to weigh at least thirty-four pounds per foot, at the rate of Thirty-four Dollars and sixty cents per ton. The party of the first part having the option of purchasing as much more of such pipe as it may desire over and above said Ten thousand feet, at and for the price herein mentioned. The special castings hereby purchased being such amount as said

Board of Public Works may deem proper and necessary for the proper use of said ten thousand feet of cast iron pipe, partly of the first part to pay for such castings at the rate of three and one-eighth cents per foot.

Description of Pipe

Shape of Section:

The pipe shall be circular in section with concentric inner and outer surfaces. No pipe will be accepted the eccentricity of which shall exceed one-eighth of an inch at either the bell or spigot end, or at any point throughout its length.

Hub, spigot and leadroom: The seat or shoulder in the bell, and the end of the spigot must be straight and even, so as to form a smooth joint. All pipes shall have a space for a lead joint not less than five-sixteenths of an inch, nor more than three-eighths of an inch uniform.

The pipe shall be of such length, exclusive of bell, as to lay twelve feet in a row.

Method of Moulding

All pipe shall be cast vertical, and shall be made in such moulding sand or loam, as to leave its surfaces in proper condition to receive the coal tar coating. The flanks of all pipe shall be allowed to remain in position long enough to prevent unequal contraction.

Cleaning and Coating

All pipe and specials shall be dried and made thoroughly clean and free from lumps without the use of any injurious liquid. After being properly cleaned every pipe and special shall be carefully coated inside and outside with coal tar pitch. No castings shall be dipped after rust has set in. The coal tar pitch shall be made from coal tar distilled until the impurities are entirely removed. It shall have about the consistency of water when cold, and no pitch which becomes brittle when cold will be satisfactory. The pipe shall be heat in a suitable oven to a temperature of three hundred degrees Fahrenheit, and then dipped in the pitch heated to an equal temperature, and allowed to remain therein for a sufficient time to become thoroughly coated. The coating must harden and adhere firmly to the pipe when cold, and show no tendency to crack or scale off.

Test

When dry and cold after coating the pipe shall be subject to a hydrostatic pressure of three hundred pounds to the square inch which shall be maintained while the pipe is repeatedly struck from end to end with a suitable proving hammer. Any pipe which shows defects by leakage, sweating or otherwise shall be by said first party rejected.

Certificate:

The second party shall furnish a certificate of test with the shipment of pipe and specials, which certificate shall state under oath, that the pipe and specials have been manufactured, and tested strictly in accordance herewith.

Special Castings:

The special castings shall be proportioned to equal in strength the pipe with which they are to connect. All outside and inside surfaces through any right section shall be concentric with no imperfections or contractions to retard a uniform flow of water through them, and the cleaning and coating of the specials shall be done in the same manner as herein provided for straight pipe.

Quality of Iron and Variations in Weight

The iron from which the pipe and castings shall be made shall be iron remelted in a cupola or air furnace, and it shall be without any mixture of cinder iron or other inferior metal, and entirely free from uncombined carbon. It shall be of suitable quality to be easily drilled or cut, and shall have a tensile strength of not less than sixteen thousand pounds to the square inch. Variation of four per cent. of the above specified weights will be permitted. No pipe or special castings will be received that weigh less than ninety six per cent. of the specified weight, and no pipe and special castings will be credited at weights more than one hundred pounds and four per cent. of the specified weight, and the weight of each pipe and special casting shall be marked by the second party thereon with white paint, in characters at least one and one half inches in length, and the weight of any or all of the pipe and special castings may be tested after delivery, all pipe and special castings shall be free from defects.

imperfections of all kinds, smooth in the bore and of even thickness. No casting or pipe having air blow holes or cavities, bled or filled will be accepted by the party of the first part and all cracked or broken pipe or specials, and all other pipe or specials, not in accordance with this agreement shall be received and stored at the risks and the expense of the party of the second part by the first party, and the costs of receiving, handling and storing of all such pipe or specials shall be deducted from the amount due under this contract to the party of the second part for the pipe and specials furnished to and received by the first party.

All pipe and special castings purchased under the provisions of this contract shall be by the party of the second part shipped, within thirty days after the approval of this contract and delivered to the party of the first part on board car in the city of Fort Wayne Indiana, at the most convenient place for the handling of the same, to be determined by said Board of Public Works. The shipment and delivery of such pipe and castings to be free of cost to said city, and the price to be paid therefor, as above stated, to be F.O.B. cars, Fort Wayne, Indiana.

Payment

All of said pipe and castings to be paid for by the party of the first part to the party of the second part within thirty days after the complete delivery of the same.

Witness our hands and seals the day and year first above written.

Attest
J. F. Franke
Clerk

The City of Fort Wayne
By: E. J. Lemow
" Harry Schwartz
" James Brown
Board of Public Works

Massillon Iron and Steel Company)
By Frank F. Fisher
Chas. J. [unclear]

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto on the 16th day of July 1907 entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Marcellon Iron and Steel Company, for the purchasing of cast iron pipe and special casting by said City of said Company, to be used in the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Sec. 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 13th day of August 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of August 1907, by a majority vote of all the members present did pass the ordinance hereto attached and known as General Ordinance No 335,

A. C. Schuier
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 17th day of August 1907

J. Frank Mungovan
City Clerk

Approved this 26th day of August 1907

Wm J. Hasey
Mayor

351

Gen. Ordinance No 336

Introduced by
J. A. Beyer
The ordinance authorizing and directing the Board of Public Safety to employ nine additional firemen in the Fire Department of the City of Fort Wayne; and fixing the salary of such fireman

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the Board of Public Safety be, and they are hereby authorized and directed to employ, in the fire department of the City of Fort Wayne, nine firemen in addition to the number now so employed in such department, such additional firemen to receive the same compensation for their services as is received by firemen now employed in said department

Section 2. That this ordinance be in full force and takes effect on and after January 1st 1908

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 27th day of August 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 27th day of August 1907, by a majority vote of all the members elect, did pass the ordinance herewith attached and known as General Ordinance No 336

M. C. Schurrier
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 31st day of August 1907

Returned by the Mayor on the 10th day of September 1907

General Ordinance No 336. Passed over the Mayor's veto on the 10th day of September 1907.

General Ordinance No. 337

An ordinance regarding the inspection, authorizing the condemnation of unwholesome and regulating the sale of milk and cream; requiring persons engaged in the sale of the same to obtain a license so to do; providing for the appointment of a Dairy and Meat Inspector; prescribing his powers, duties and compensation. providing a penalty for its violation and repealing all laws in conflict with the same as amended August 27th 1901

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that no person, firm or corporation shall sell or offer for sale, expose for sale, dispose of, exchange or barter, or with the intent so to do, have in his or their possession, care, custody or control, any milk or cream, without first obtaining a license from the City of Fort Wayne so to do as in this ordinance provided. Any person, firm or corporation desiring to obtain such license shall file with the Department of Health and Charities of said City an application, in writing, for the same, in such form as may be by such Department required, and shall file with such application a verified statement giving his or its name and address, the number of cows he or it owns or has charge of, the estimated average amount of milk or cream which he or it sells each day, the names and addresses, and license numbers of all persons from whom he or it buys any milk or cream, the estimated average amount of milk or cream which he or it buys from such persons each day and an estimated average amount of milk and cream sold by each of such persons, from whom the applicant buys such milk or cream, each day, and the number of cows owned by or in charge of such persons. If such Department grants such application, it shall be the duty of the Comptroller of said City to issue licenses to such applicant, upon the receipt of such application properly signed and approved by said Department of Health and Charities, and upon the payment by such applicant of One Dollar (\$1.00); such license shall be granted for a period of one year and no longer.

Sec. 2. That no person, firm or corporation shall have in his or its possession, for the purpose of selling or offering for

sale, any milk or cream containing less than eight and one half per cent. of milk solids exclusive of fat - containing any added color, preservative or other foreign chemical - containing any added foreign substance of any kind whatever - containing any pathogenic bacteria - containing bacteria of any kind in excess of five thousand per cubic centimeter - drawn from any sick or diseased cow - drawn from any cow fifteen days before, or fifteen days after parturition - drawn from any cow which has been fed on garbage, refuse and swill, mould distillery waste, corn stalks before the corn has blossomed, swillage often than once a day and in greater quantities than twenty pounds daily, or any other improper food - drawn from any cow kept in any place where the water, food, ventilation, or the surroundings have not been approved by the Dairy and Meat Inspector, or which has been kept at a temperature, higher than fifty degrees, Fahrenheit - which has expired, or which has been kept under conditions contrary to, or in violation of, any of the provisions of this ordinance, or the rules of the Department of Health and Charities made and adopted under the provisions of this ordinance - drawn from any cow which has not been shown to be free from tuberculosis by the Tuberculin test, or any milk which is more than eighteen hours old. Provided, however, that the above requirements that milk should not contain less than eight and one half per cent. of milk solids exclusive of fat, or less than three and one half per cent. of milk fat, shall not apply to milk sold as skimmed milk as provided in section three of this ordinance.

That no person, firm or corporation shall have in his or its possession or bring into the City, for the purpose of selling, bartering, exchanging or otherwise disposing of any milk from which the cream has been removed either in part or in whole, unless sold as skimmed milk, and unless on both sides of the vehicle from which such milk is sold shall be printed in Roman letters, not less than one inch in height, the words "Skimmed Milk" or if such milk is not sold from a vehicle, then such person, firm or corporation shall place upon the vessel from which such milk is sold, a bright red band on which shall be printed in Roman letters not less than one tenth the height of said vessel, the words "Skimmed Milk"; and no person, firm or corporation shall have in his possession or bring into the City of Fort Wayne for sale, barter or exchange any so called "Skimmed Milk" containing less than nine and three tenths per cent. of milk.

See 4. That no person, firm or corporation shall keep or store, strain, cool or mix any milk in any basement, cellar, refrigerator, milk-house, dairy or other place unless the same be of sufficient size, and have a sufficient number of windows, to insure thorough light and ventilation, and unless the same be floored and constructed of such material and in such manner as to be maintained in a sanitary condition.

See. 5 That no milk or cream kept for sale or distribution by any person, firm or corporation shall be stored, cooled, strained or moved to any portion of a building so situated that the odor arising from any urinal, water closet or privy, toilet or tank, or can, pail, bucket or barrel, the atmosphere in and around such building, or in any portion of a building which is used for the stabling of horses, cows or other animals, or for the storage of manure, or in any room used in whole or in part for domestic or sleeping purposes unless the storage, cooling or moving room for such milk or cream is separated from the other parts of the building in such manner as may be provided by and under the specific direction of the Department of Health and Charities.

See. 6. That every person, firm or corporation using a wagon or other vehicle for the sale or distribution of milk or cream shall keep such wagon or other vehicle in a cleanly condition and free from offensive odors, and every such wagon or other vehicle shall bear on both sides of the same the name of the licensee using the same, and the number of the license, in Roman letters not less than two inches in height, and every such person, firm or corporation shall from the first day of May to the first day of October inclusive of every year, place or cause to be placed and kept, over said wagon or other vehicle a covering of canvas or other material, so arranged as to adequately protect the contents thereof from the rays of the heat and sun and such person, firm or corporation shall at all times keep such milk or cream in such wagon for the purpose of sale, exchange or barter, at a temperature below fifty degrees Fahrenheit, and when ever necessary so to do shall carry in such wagon or other vehicle a sufficient quantity of ice for that purpose.

Sec. 7. That no person, firm or corporation shall bottle or cause or allow to be bottled, any milk or cream upon any wagon or other vehicle, or in any other place than in a dairy or milk-house the sanitary conditions of which have been first inspected and approved by the Dairy and Meat Inspector appointed under the provisions of this ordinance. No person, firm or corporation shall transfer any milk from one receptacle to another upon any delivery wagon or other vehicle, upon any street, alley or thoroughfare, or in any building other than a milk-house or dairy the sanitary conditions of which have been first inspected and approved by the said Dairy and Meat Inspector.

That no person, firm or corporation shall give, furnish, sell offer for sale and have in his possession with the intent to sell or deliver any milk, butter-milk, whey, curd-milk, skimmed milk, or cream in quantities less than one gallon, except in glass bottles sealed with a top or stopper of a design recognized by said Dairy and Meat Inspector.

Sec 9. That no person, firm or corporation shall sell or offer for sale, barter or exchange or have in his possession for that purpose any milk or cream in any cans, bottles or other vessels or any milk placed in such cans, bottles or vessels or machinery or implements which have not first been made clean and sterile before such milk or cream is placed in such cans, bottles or other vessels. And it shall be unlawful for any person, firm or corporation to use any milk can or bottle for the purpose of selling or delivering milk therein which has before such time had any other substance therein other than milk.

Section 10. That no person, firm or corporation shall remove or cause to be removed, from any dairy or other building in which exists any communicable disease, any bottles or other receptacles which have been or which are to be, used for containing or storing milk for the purpose of selling, exchanging or bartering the same, except upon the written permission of the Department of Health and Charities.

Sec. 11. That it shall be unlawful for any person, firm or corporation selling or offering for sale any milk or cream under a license issued by the Department of Health and Charities to use in such business, any milk label more than once.

Sec. 12. That every person, firm or corporation engaged in

Production, storage, transportation, sale, delivery or distribution of milk shall immediately on the occurrence of any case or cases of infectious disease, either in himself or his family or among his employees or their families or immediate associates or within any building or premises wherein milk is being sold to such persons, firm or corporation is stored, sold or distributed, notify the Department of Health and Charities, and at the same time shall suspend the sale and distribution of milk until thereafter authorized by said Department of Health and Charities to resume the same, and such Department of Health and Charities shall not so authorize such person, firm or corporation to resume the sale or distribution of milk until such person so diseased has been removed from such premises and such premises have been by such Department disinfectated. No vessels which have been handled by persons suffering from such disease, or by any person in the building in which such diseased person or persons is confined shall be used to hold or convey milk until such vessels have been thoroughly sterilized in a manner directed by such Department of Health and Charities.

Sec 13. That the Department of Public Safety of the City of Fort Wayne shall appoint a competent person as Dairy and Meat Inspector, who shall be nominated by the Department of Health and Charities, and who shall be well versed in the examination of cattle, milk and dairy products and shall have a sufficient knowledge of sanitary sciences to carry out the provisions of this ordinance.

Such Dairy and Meat Inspector shall receive a salary at the rate of fourteen hundred and forty dollars (\$1400.00) per annum, and shall not engage in any other occupation and may be removed from office by the Department of Health and Charities only for incompetency or inefficiency. Such Dairy and Meat Inspector shall execute to said City a bond in the sum of Two thousand Dollars with surety to the approval of the Department of Public Safety, conditioned for the faithful performance of his duties as such Dairy and Meat Inspector.

Sec 14. That it shall be the duty of the Dairy and Meat Inspector to enforce rigidly the provisions of this ordinance, and the rules and regulations of the Department of Health and Charities made and adopted hereunder, and report to said Department any violation of or failure to perform any of the provisions of the ordinance. It is hereby made the duty of such Dairy and Meat Inspector

Inspector, to examine and inspect each of the Dairies or places of business owned and operated by any person, firm or corporation, under the provisions of this ordinance at least six times a year and to enforce the provisions of any ordinance or ordinances that may hereafter be passed relation to the management of any place or places of business where food, provisions or meals are kept or offered for sale. Said Dairy and Meat Inspector is hereby given the power to examine and enter, and have full access, egress and ingress to all places where milk or cream is stored or kept for sale; to all wagons, carriages or other vehicles, railroad cars or other conveyances of any kind used for the conveyance, transportation or delivery of milk or cream; to any ware house, place of business, factory, building, barn, stable, railroad depot, establishments or places of any kind; to all vessels, cans, packages, refrigerators, or receptacles of milk or cream for the purpose of making said inspection and examination, and is hereby given the power to take samples of milk or cream therefore not exceeding one quart, for the purpose of inspecting, testing or analyzing the same, and when such examination and inspection, and such tests or analyses, has been made, to report the same to the Department of Health and Charities. And such Dairy and Meat Inspector is hereby given the power to seize and destroy in such manner as may be directed by the Department of Health and Charities, any milk or cream found in the City of Fort Wayne, which has been produced, kept stored or handled in violation of any of the provisions or requirements of this ordinance, or which has been kept, stored, produced or handled in any building or buildings which have been maintained contrary to or in violation of any of the provisions or requirements of this ordinance, and any such milk or cream which has been so produced, kept, stored or handled is hereby declared to be unfit for use and is hereby condemned.

Sec. 15. That it shall be the duty of any person, firm or corporation engaged in the business of selling milk, or who has in his or its possession any milk or cream for the purpose of selling or offering for sale, to cause the removal and isolation of any cow having or abating any form of garget or other disease of the udder, any disease producing a febrile condition, any communicable disease or any disease affecting in any way the quality and purity of the milk of such cow from the remainder of the cows owned by, or in the possession of, such person, firm or corporation.

all cows in the possession of or used for the purpose of producing milk to be sold by, such person, firm or corporation shall be subject to the tuberculin test by the Department of Health and Charities at least once a year, and any cow, which in the opinion of said Department of Health and Charities at the time of such examination is reacting in a positive manner, shall be if ordered by such Department, killed by the owner of the same.

The Bodies of all such cows, including the tails shall be by such person, firm or corporation kept in a cleanly condition by means of brushing and washing; and such person, firm or corporation shall immediately be from the milking of any such cow work, or caused to be washed, with clean water and a clean cloth the udder and teats of each of such cows, and shall finally wipe the same, or cause the same to be wiped, with a clean dry towel, and shall provide all cows, from which is procured milk for the purpose of being sold, or offered for sale, with wholesome and pure drinking water, from a source which is untainted from any stable or barn yard or from any other source.

Let any person, firm or corporation selling or offering for sale any milk or cream shall keep, or permit to be kept, any cow or cows from which is procured milk for such purpose in any stable which is not free from accumulated dirt, cobwebs, stable bedding and hay, or which is not well ventilated, lighted and drained or which is not of sufficient size so that each cow shall have sufficient air space. It shall be the duty of all persons, firm or corporations so engaged in the sale, or offering for sale of milk or cream to cause the walls and ceilings of all stables in which are kept by such person, firm or corporation, any cow or cows from which is procured milk for such purposes, to be whitewashed at least once a year, provided that if the walls or ceilings of such stable or stables are painted, or are of a smooth finish, then such person, firm or corporation shall cause the same to be washed at least (2) times a year, and no domestic animals shall be by such person, firm or corporation allowed or permitted to be kept in any room with cows from which milk is drawn for the purpose of sale by such person, firm or corporation, or in which any milk is sold or offered for sale. And it shall be the duty of every such person, firm or corporation, to drain or cause to be drained, all barn yards in which any cows, from which milk is drawn for the purpose of sale, are kept, so as

provide against any stagnant water or other filth. No such person, firm or corporation shall remove, or cause, permit or allow to be removed from any stable wherein milk is drawn from cows for the purpose of selling, any manure within one hour prior to the time of such milking. Every such person, firm or corporation shall keep, or cause to be kept, clean and fresh bedding for all cows from which any milk is drawn for the purpose of selling or offering for sale, and shall provide a separate room or building for calving cows.

It shall be unlawful for any person, firm or corporation engaged in the selling or offering for sale of milk or cream, to allow or permit any person to milk, or assist in the milking of any cow or cows owned by such person, firm or corporation, unless he (such milker) be personally clean, and such person (milker) shall, before milking any such cow, wash his or her hands thoroughly in warm water and soap, and dry with a clean towel, and when so milking shall discard, and not allow to go into the milk pail, the first few streams of milk drawn, and shall milk such cow directly through clean, straddle cheese cloth, and shall change the cheese cloth covering at the time the said

Sec. 18. That it shall be the duty of every person, firm or corporation engaged in the business of procuring milk for the purpose of selling the same, to immediately take, or cause to be taken such milk after being drawn, from the room in which the cows from which such milk is procured are stabled, to a place where such milk cannot in any manner come in contact with any dust or other contaminating substances, and such milk shall be within one hour after being drawn cooled to not more than fifty degrees Fahrenheit, and such person, firm or corporation shall thereafter keep such milk so that the same will not thereafter rise above said temperature, and in case any of such milk after said one hour shall rise to a temperature above said fifty degrees, the same shall be destroyed by such person, firm or corporation.

Sec. 19. That it shall be unlawful for any person, firm or corporation to allow, permit or cause any horse or other animals to at any time be or remain in the building or house used by such person, firm or corporation, for the storing, cooling, moving or bottling of milk or cream, and such building shall be kept secured in such manner that flies and other insects cannot gain entrance thereto, and shall be cleaned, lighted

in a manner designated by and satisfactory to, the Department of Health and Charities, and shall be used for no other purpose than for necessary operations connected with the cooling, moving, bottling and storing of milk or cream.

Sec. 20. That it shall be the duty of every person, firm or corporation engaged in the selling or offering for sale of milk or cream, under the provisions of this ordinance, to use in connection with such business, vessels, bottles and other utensils only of the kind recognized by sanitary sciences, and after such bottles, vessels or other utensils have been used by such person, firm or corporation, the same shall be carefully cleaned and sterilized in a manner to be designated by and to the approval of the Department of Health and Charities, and shall until used again be kept in a place so arranged that the same will be fully and completely protected from contact with dirt, dust or other contaminating substances.

Sec. 21. That it is hereby made the duty of the Department of Health and Charities, and it is hereby given power to pass all rules and regulations that it may deem necessary for the proper carrying out of the provisions of this ordinance, so that the provisions of the same may be fully and completely enforced against all persons, firms or corporations engaged in the sale of milk or cream in the City of Fort Wayne.

Sec. 22. That any person, firm or corporation failing to comply with or violating any of the provisions of this ordinance, or any of the rules of the Department of Health and Charities, made and adopted in pursuance of the same, shall upon conviction be fined in any sum not less than Ten Dollars nor more than One hundred Dollars and in case any person, firm or corporation is convicted three times for the violation of this ordinance, the license so issued by such city to such person, firm or corporation shall be by the court cancelled.

Sec. 23. That an ordinance entitled "An ordinance establishing a division of the Department of Health, to be known as the 'Milk Division' Approved July 11th 1899. Being General Ordinance No. 128, be and the same is hereby repealed."

Sec. 24. That this ordinance be in full force and takes effect from and after its passage and approval by the Mayor and legal publication.

John S. Phelps

Done at the Council Chamber in the City of Fort Wayne Indiana on the 27th day of August 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of August 1907, by a majority vote of all the members elected did pass the ordinance hereto attached and known as General Ordinance No 337.

W. C. Schivier
President

J. Frank Munro
City Clerk

Presented to the Mayor for approval on the 31st day of August 1907

J. Frank Munro
City Clerk

Approved this 10th day of September 1907

W. J. H. H. H.

General Ordinance No. 338.

Enacted by,
City Council

An ordinance regulating cabsmen and hackmen.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, firm or corporation engaged in the business of transporting persons in hacks and cabs, to cause or allow or permit the hacks and cabs, used by such person, firm or corporation, to be and remain upon the streets and alleys of the City of Fort Wayne for the purpose of being hired.

Sec. 2. That any person, firm or corporation failing to comply with or violating any of the provisions of this ordinance shall be fined in any sum not exceeding Fifty Dollars.

Sec. 3. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

(Attest)

Witness at the Council Chamber in the City of Fort Wayne Indiana on the 10th day of September 1907.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 10th day of September 1907, by a majority vote of all the members elected did pass the ordinance hereto attached and known as General Ordinance No. 338.

W. C. Schivier
President

J. Frank Mungerman
City Clerk

Presented to the Mayor for approval on the 14th day of September 1907

J. Frank Mungerman
City Clerk

Approved this 14th day of September 1907

Wm J. Hoey
Mayor

358

General Ordinance No. 339

The ordinance approving a contract entered into by and between the City of Fort Wayne, ind. G. L. Hilgemann and Henry Hilgemann, for the erection of an addition to Engine House No. 3.

Whereas the City of Fort Wayne by and through its Board of Public Works on the 26th day of August 1907 entered into a contract with Gustav Hilgemann and Henry Hilgemann, for the erection of an addition to Engine House No. 3 of the Fire Department in the City of Fort Wayne, which contract is in the following words:

This Agreement, made and entered into this 16th day of August 1907 by and between the City of Fort Wayne by and through its Board of Public Works, herein after designated the "owner" and Gustav Hilgemann and Henry Hilgemann, partners doing business under the firm name of H. Hilgemann & Brother, hereinafter designated the "contractors", witnesses that

That the Contractors in consideration of the agreements herein made by the owner as follows:

Article 1. The Contractor shall, and hereby agree to, provide all the materials, and perform or cause to be performed all the work and labor for the complete construction of the stone and brick addition to Engine House No. 3 of the Fire Department of the City of Fort Wayne, located on West Harrison Boulevard in the City of Fort Wayne, to the satisfaction of the Board of Public Works of said City, including the cement floor, but excepting the plumbing, wiring and heating plant, the materials to be furnished and the work and labor to be performed to be in complete accordance with the official drawings and specifications, prepared by Charles E. Hendrick Architect on file in the office of said Board, and which for identification have been signed by the parties hereto, which drawings and specifications are hereby referred to as a part of this contract the same as if fully copied herein,

Article 2. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of said Architect, and that the decision of said Architect and said Board as to the true construction and meanings of the drawings and specifications shall be final. It is also understood and agreed by and between the parties that such additional drawings and explanations as may

necessary to detail and illustrate the work to be done will be furnished by said Architect, the same, when approved by said Board, to become a part of this contract as far as they may be consistent with the purpose and intent of the original drawings and specifications, and all such additional drawings and specifications prepared under this provision of this contract to be and remain the property of said Architect.

Article 3. No alteration shall be made in the work as shown by said drawings and specifications except upon the written order of the Board of Public Works, and unless the amount to be added to said contract price as herein after stated or deducted therefrom by reason of such alteration is first agreed upon in writing by the parties hereto.

Article 4. The Contractor shall provide sufficient, safe and proper facilities, at all times, for the inspection of the work by the Architect or his authorized representatives; shall within twenty-four hours after receiving written notice from the Architect proceed to remove from the grounds or buildings all materials condemned by said Architect or said Board whether worked or unworked, and to take down all portions of the work which the said Architect or Board shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

Article 5. Should the Contractor, at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure shall entitle the owner, after five days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract, and in case such refusal, neglect or failure on the part of such Contractor is willful, or in the opinion of said Board, excusable, the owner shall be at liberty to terminate this contract, and to enter upon the premises and take possession for the purpose of completing the work herein referred to, of all materials, tools and appliances shown, and to employ any other person

or persons to finish the work, and to provide the materials therefor and in case of such discontinuance of the employment of the Contractors they shall not be entitled to receive any further pay under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid by the owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing materials or for finishing the work and any damages incurred through such default shall be determined by the Architect and said Board.

Article 6. The work herein provided for shall be fully completed by the Contractors by the 1st day of January 1908.

Article 7. Should the Contractors be delayed in the prosecution or completion of the work by the act, neglect, or default of the owner of the Architect, or of any other Contractor employed by the Owner upon the work, or by any damage caused by fire, lightning, earthquake, cyclone or other casualty for which the Contractor is not responsible, or by strikes or lockouts caused by acts of employers, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented, in writing, to said Board within forty-eight hours after the occurrence of the cause of delay.

Article 8. It is further mutually agreed between the parties hereto that no certificate shall be given, or payment made under this contract except the final certificate or final payment shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials.

Article 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the Contractor for said work and materials complete shall be Eight thousand six hundred and two Dollars, subject to additional and deductions as hereinbefore provided, and to be paid as follows: The owner to pay the Contractor every thirty days during

work until completion, 90 per cent, of the amount of work and labor performed during the previous 30 days and 50 per cent, of the materials furnished and on the ground during said thirty days, the whole amount of such work and labor and the value of such materials to be shown by the certificate of the Architects.

The final payment to be made within 61 days after the completion of the work, and all payments shall be due when certificates for the same are issued, such certificates to be issued at payment periods by the Architects and to state the amount that is due the Contractor.

If at any time there shall be evidence of any lien or claim for which, if established, the owner of said premises might become liable, and which is chargeable to the Contractor the owner shall have the right to retain, out of any payment due or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim.

Should there prove to be any such claim after all payments are made the Contractor shall refund to the owner all moneys that the latter may be compelled to pay in discharging any lien on said premises for the doing of such work.

Article 10. It is agreed by and between the parties hereto that the Contractor will indemnify and save harmless the owner from the payment of any and all damages that may accrue to any person or property, growing out of or connected with the performance of said contract by the Contractor, and said Contractor shall defend in their name, or in the name of said owner, any and all actions that may be instituted for the recovery of any such damages, and shall execute to said owner a bond with surety to be approved by said Board in the sum of Five thousand Dollars, providing for the faithful performance of this contract by the Contractor and for the payment of any and all such damages,

Article 11. The Owner shall, during the progress of the work, maintain insurance on said work, after the roof is placed on the building, in its own name and in the name of the Contractor, against loss or damage by fire, lightning earthquakes, cyclones, or other casualty, and policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear.

Witness our hands and seals this 26th day of August 1907

Attest

H. H. Becker

Clerk

The City of Fort Wayne

By, E. J. Shannon

Henry Schwartz

James Boninus

The Board of Public Works

A. Helgenauer

Sec. 1. Be it ordained, by the Common Council of the City of Fort Wayne, that the contract entered into by the City of Fort Wayne with Gustave Helgenauer and Henry Helgenauer on the 13th day of August 1907, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Sec. 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

John S. Welch.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 10th day of September 1907.

We hereby certify. That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 339

A. C. Schuir

President

Frank Wungovan

City Clerk

Presented to the Mayor for approval on the 14th day of September 1907

Frank Wungovan

City Clerk

Approved this 14th day of September 1907

John S. Welch

General Ordinance No 340

Introduced by: An ordinance fixing the tax levy for city purposes for the year 1907
John H. Melch

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of (\$1.⁰⁰) upon each \$100.⁰⁰ of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be made for the year 1907.

That the above levy be divided as follows

General Purposes and Interest	\$.84
Drinking Fund	.05
Anthony Wayne Monument Fund	.0074
Girardeau Pension Fund	.01
Police Pension Fund	.01
Municipal Electric Light Fund	.07 1/2
Market House Fund	.01 1/4
Track & Elevation Fund	.10

Also there shall be collected from each male inhabitant liable according to law a poll tax of \$2.⁰⁰

Section 2. That all taxes shall be collected by semiannual installments.

Section 3 This ordinance shall be in full force and effect from and after its passage and approval by the Mayor
John H. Melch

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 24th day of September, 1907

We Herby Certify That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 24th day of September 1907 by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 340

W. C. Schriener
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 27th day of September 1907

J. Frank Mangrove
City Clerk

Approved this 4th day of October 1907

Wm. J. H. H. H.

Mayor

General Ordinance No 341

Introduced by
W.C. Scherer

An ordinance regulating the construction of awnings and canopies over side walks

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, firm or corporation to construct or cause to be constructed, in connection with the entrance to any building, any canopy or arch extending over any side walk, without having first obtained permission in writing so to do from the Board of Public Works.

Sec. 2. That any person, firm or corporation desiring to obtain from the Board of Public Works permission to construct, or cause to be constructed, any canopy or arch over any side walk in the City of Fort Wayne, in connection with the entrance to any building, shall file in the office of said Board, at the time of the making of such application, complete plans and specifications, in detail of such arch or canopy, showing the location, kind of material, and manner of construction of such arch or canopy, and such Board of Public Works as hereby given the power to approve or disapprove such plans and specifications, and if the same are approved by said Board, to grant a permit for the construction and maintenance of the same; that the action of the Board of Public Works in approving or disapproving such plans and specifications, and in the granting or refusal to grant such application shall be final, and if such application is granted such arch or canopy shall be constructed under the supervision and direction, and to the approval of said Board of Public Works.

Sec. 3. That any person, firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding one hundred dollars.

Sec. 4. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and legal publication

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 24th day of September 1900

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 24th day of September 1900

1907, by a majority vote of all the members elect, did pass
the ordinance herewith attached, and known as
General Ordinance No 341

A. C. Schuman
President

J. Frank Mangrum
City Clerk

Presented to the Mayor for approval on the 27th day of
September 1907

J. Frank Mangrum
City Clerk

Approved this 14th day of October 1907

Wm. J. Hays

Mayor

General Ordinance No 342

Introduced by
J. M. Keeney

An ordinance approving and ratifying a contract heretofore on the 10th day of September 1907, entered into by and between the City of Fort Wayne and Joseph P. Martin & Co.

Whereas, heretofore to-wit, on the 10th day of September 1907, the City of Fort Wayne by and through its Board of Public Works entered into a contract with Joseph P. Martin & Co. providing for the performance of certain work on the addition to number 3 engine house, which contract is in the following words,

This Agreement, made this 10th day of September 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Joseph P. Martin & Co., party of the second part, Whereas,

That the party of the second part in consideration of the mutual covenants herein contained, and in consideration of the payment to it of the sum of money hereinafter referred to by the party of the first part, agrees and hereby binds itself to provide all the materials and perform all the work and labor for the complete plumbing, gas fitting, steam heating and electric wiring, of the addition to Engine House No. 3, of the Fire Department of said City, in accordance with the Washington Boulevard, according to, in compliance with, and in the manner provided in the plans and specifications for the doing of said work, on file in the office of said Board, which plans and specifications are hereby made a part of this contract, and the provisions of the same are hereby made a part of this contract and binding upon the parties hereto the same as if fully copied herein. Said materials to be furnished and said work and labor commenced as soon as the building is ready for its installation, and shall be promptly and rapidly done and completed not later than January 15th, 1908.

It is further agreed by the party of the second part that it shall execute to the City of Fort Wayne a bond in the sum of Five hundred Dollars, with surety to be approved by the Board of Public Works, conditioned for the faithful performance of this contract on its part.

In consideration of the furnishing of said material, and the performance of the said labor, as in this contract provided, by the party of the second part, the party of the first part agrees to pay to it the sum of One thousand one hundred and nine Dollars (\$1109.⁰⁰) at the time of the acceptance of the work by the said

of the first part.

Witness our hands and seals this 10th day of September

1907

Attest

H. H. Reeder

City Clerk

The C. E. of Fort Wayne

By C. S. Lenson

City Engineer

James Proctor

Its Board of Public Works

By J. P. Martin & Co

City Secy & Book-keeper.

x Lenson & Co.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 10th day of September 1907, entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and Joseph P. Martin & Co, relative to the performance of certain work in the addition to Engine House No 3, as fully set forth in the preamble hereto, be and the same is hereby in all thing approved.

Sec. 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 8th day of October 1907

We Herby Certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 8th day of October 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 342

H. C. Soliman
President

J. Frank Mangowan
City Clerk

Presented to the Mayor for approval on the 12th day of
October 1907

J. Frank Mangowan
City Clerk

Approved this 22nd day of October 1907

J. H. Hoseney
Mayor.

2113

General Ordinance No 343

introduced by
D. M. Henry

An ordinance approving and ratifying a contract entered into on the 28th day of October 1907, by and between the City of Fort Wayne, by and through its Board of Public Works and Albert Reue.

Whereas on the 28th day of October 1907, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Albert Reue, for the laying of watermain on Lake and California Avenues, which contract is as follows:

This agreement made this 28th day of October 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Albert Reue, party of the second part.

That the party of the second part has agreed and does hereby agree, with the party of the first part, that for and in consideration of the sum of money to be paid to him by the party of the first part as hereinafter more fully provided, to lay and construct three hundred feet of twelve inch pipe on Lake Avenue, and three hundred fifty feet of six inch pipe on California Avenue in Forest Park Addition to the City of Fort Wayne, with all necessary crosses, tees, hydrants and valves and boxes, according to, in the manner, and under the conditions named in the specifications for said work on file in the office of said Board of Public Works in the water works department, which for identification have been signed by the parties hereto, and which are hereby made a part of this contract, the same as if fully set forth herein.

It is agreed by the party of the first part that it will pay to the party of the second part for all the work and labor to be as per formula as follows: Twenty seven cents for each lineal foot of twelve inch water pipe; twenty cents for each lineal foot of six inch water pipe; \$2.00 for each twelve inch valve and box; \$1.75 for each six inch valve and box, \$2.00 for each twelve inch tee, \$1.75 for each six inch tee, and \$4.00 for each hydrant; all the pipe crosses, tees, hydrants, valves and boxes lead, hangers, etc. to be furnished by the party of the first part, and the sum to be as paid to the party of the second part to be in full for all the work and labor in the laying of said pipe the placing of said crosses and tees, and the setting of said hydrants, valves and boxes.

It is further understood that the party of the second
may be required by the party of the first part to be
constructed more than said pipe above intimated but in
case he is so required to lay such additional pipe or in
case a less quantity than that above intimated is laid
the party of the second part shall only receive compensation
at the above specified rate for the actual number of
linear feet so ordered by the party of the first part, and
the party of the second part further agrees, that it will place
on many tees, and set on many hydrants, valves and boxes
as he may be by the party of the first part requested to do.

Work shall be commenced by the party of the second
part as soon as said city shall receive such pipe and
other materials, and shall be completed within many
days from the time work is commenced, and to the
satisfaction of said Board of Public Works.

It is further agreed by the party of the second part
that it will save said city harmless from any and all
damages that may occur to said city, or to any persons
or property, growing out of or in any manner connected
with the performance by the party of the second part of
this contract, and will appear to and defend, any and
all actions that may be instituted against said city
for the recovery of any such damages, and in case any
judgment or judgments are rendered against said city
in any such actions, the party of the second part shall
pay the same together with all costs; and said party of
the second part shall execute to said city a bond with
sufficient surety in the sum of Ten thousand Dollars, con-
ditioned that he will so save said city harmless, and an
additional bond in the sum of Two thousand Dollars with
surety to be approved by said Board of Public Works,
conditioned that he will faithfully and properly perform
this contract.

This contract shall not be binding upon the party
of the first part until the same has been approved and
ratified by the Common Council of said city.

Witness our hands and seals this 28th day of October
1907.

attest
J. F. Franke
Clerk

The City of Fort Wayne
Ind. E. J. Lennon

Henry Schwartz
Jesse Brosius
Board of Public Works

Albert Reuse

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 1st day of October 1907, entered into by and between the City of Fort Wayne by and through its Board of Public Works, and Albert Pines, for the construction by said Pines of water mains in said city as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

Sec 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

J. M. Henry

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of November 1907

The hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of November 1907 by a majority vote of all the members did pass the ordinance herunto attached and known as General Ordinance No 343

W. C. Schriber
President

Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 30th day of November 1907,

Frank Mangovan
City Clerk

Approved this 7th day of December 1907.

Wm. L. Henry
Mayor.

General Ordinance No. 100

Enacted by

An ordinance regulating the sale of Meats and Fish prescribing the sanitary conditions of meat shops butchers shops, slaughter houses and meat markets and the manner of handling meats and the carcasses of animals intended for human consumption, providing for the licensing of such places, providing a penalty for its violation, and repealing all ordinances in conflict therewith, as amended November 26th 1907

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, firm, company or corporation, within the corporate limits of the City of Fort Wayne, to sell, offer for sale, barter or give away, or to have in his or its possession for the purpose of selling offering for sale bartering or giving away the flesh of any animal intended for human food, which animal has not been inspected and slaughtered at one of the slaughter houses licensed under the provisions of this ordinance, and daily inspected by an inspector of the United States Government, or the City Dairy and meat inspector, and the carcasses prepared, kept and handled according to the regulation hereinafter prescribed in this ordinance.

Section 2. No person firm or corporation shall conduct a slaughter house in the City of Fort Wayne, or sell or offer for sale dispose of, exchange, barter or give away, or with intent so to do have in his or their possession, care custody or control, any flesh of any animal intended for human food, without first obtaining a license so to do. Any person firm company or corporation desiring to obtain such license shall first file with the Board of Public Health a written application in such form as may be prescribed by such Board of Public Health, showing that such person firm, company or corporation, is prepared to handle meats according to, and in the manner prescribed in this ordinance, and in conformity to, and in compliance with the rules of said Board of Public Health relating thereto. If the Board of Public Health grants such application, it shall be the duty of the City Comptroller to issue a license upon the receipt of such application properly signed and approved by said Board of Public Health, and upon the payment of the license fee as

Ordinance No. 100
Enacted by the City of Fort Wayne, Ind.

This section provided. The following license shall be paid by the respective applicants.

For conducting a slaughter house a license for of One hundred Dollars per annum.

For selling meat at wholesale a license of twenty five Dollars per annum.

For selling meat at retail at each designated place or shop Five Dollars per annum.

For conducting a fish market Five Dollars per annum.

For selling meat from a wagon or other vessel vehicle from each wagon or vehicle Five Dollars per annum.

Provided if a license shall be obtained to conduct a slaughter house the applicant shall have the power or authority to sell meats at wholesale, without paying the additional license as above required for selling meats at wholesale.

(Provided if a license shall be obtained to conduct a slaughter house the applicant shall have the power or authority to sell meats at wholesale, without paying the additional license as above required for selling meats at wholesale.)

All licenses shall be issued from the date of Application thenceforth to March 1st of the following year, and thenceforth the license fees provided for shall be paid annually: provided that if such application is filed more than three months previous to the next succeeding 1st day of March, the license to be charged thenceforth up to said 1st day of March shall be at the rates above provided, for the interim of time between the making of such application and said succeeding 1st day of March.

Any license issued under the provisions of this ordinance shall be conditioned that the applicant or licensee shall comply with this ordinance and the amendments thereto, and all rules of the Board of Public Health adopted in accordance with the provisions hereof, and the Mayor shall have and is hereby given the power to revoke any license issued under this ordinance, when such licensee shall fail to comply with or violate any of the provisions hereof and the Secretary of the Board of Public Health is hereby given the power to suspend, for the same cause, for not to exceed ten days, said license.

Section 3. All slaughter houses or abattoirs in which slaughtering is done shall have water tight hard wood, asphalt

floors, be well lighted, thoroughly ventilated and drained, supplied with abundance of pure water, ceilings, sidewalks, parts, pillars etc. shall be frequently whitewashed or painted, or where this is impracticable they shall when necessary, be washed, scraped or otherwise rendered sanitary. Where floors or other parts of the slaughter houses, abattoirs, butcher shops or fish markets such as tables, racks, trucks, trays, counters, refrigerators, meat blocks etc., or other parts of the equipment, are as old or in such a condition that they cannot be made readily clean and sanitary they shall be removed and replaced or otherwise put in a condition to be approved by the Dairy and Meat Inspector. All equipments shall be kept clean and in a sanitary condition at all times.

... person, firm or corporation owning a slaughter house or abattoir shall desire to use offal for the production of fertilizer, then such slaughter house or abattoir shall be provided with a tanking apparatus for tanking and making such offal into fertilizer, which apparatus shall be in a room used for no other purpose, but said tanking apparatus is not required if all offal is buried, cremated or hauled away for tanking elsewhere.

Said slaughter houses or abattoirs shall also be provided with ample cold storage facilities, and all carcasses shall, as soon as properly dressed, be placed in cold storage. All slaughter houses or abattoirs shall also be provided with proper facilities for rendering lard and tallow and such facilities shall be in a room devoted exclusively to such purpose, in case such person, firm or corporation, so owning said slaughter house shall desire to render lard and tallow.

Section 5. All employees of said slaughter houses abattoirs, butcher shops and fish markets, shall be clean in person, and all such persons shall wear aprons or smocks made of a material that is readily washed and kept sanitary, and the same shall be cleansed daily if used; and spitting upon the floor or urinating thereon or other defilement is absolutely forbidden.

Section 6. Said slaughter houses, abattoirs, butcher shops and fish markets shall be provided with proper facilities for washing hands, and also with proper water closet facilities which shall at all times be kept clean.

Section 7. Swine shall not be fed on offal, dead animals or

protection of all kind slaughterhouses, abattoirs, and butcher shops

Section 8. All carcasses and parts of carcasses intended for human food shall during transportation from the slaughterhouses, abattoirs, wholesale markets or other places to a public place, and with white canvas or other cloth, so as to exclude all dust, dirt, flies or other insects, and such canvas or cloth covers shall be kept clean by frequent washing. All wagons used in such transportation shall be kept clean and free from taints, all persons engaged in such transportation shall be clean in person, and wear aprons or smocks as provided in Sec. 4 of this ordinance.

Section 9. All slaughterhouses, butcher shops, meat markets and fish markets shall from the 1st day of May until the 1st day of November in each year be provided with folding, closing curtains 12 mesh screenings, to all doors and windows and other outside openings, and such screens shall be close fitting and kept in good repair. Said shops and markets shall at all times be kept clean and free from all foreign or noxious odors, and all meat and flesh intended for human food shall be so held and handled in such slaughterhouses and abattoirs, and butcher shops so as to not allow dust from the streets, or other places to settle thereon.

Section 10. The City, or County, or Meat Inspector, or a clerk, and other officers of the City of Fort Wayne, shall be and are hereby given the power to enter all places licensed under the provisions of this ordinance for the purpose of making the inspection, and examinations herein provided for, and provided for by the rules of the Board of Public Health and shall have the power to do any and all things that may be necessary to carry out the provisions of this ordinance and of said rules, which rules shall have the force and effect of ordinances of the City of Fort Wayne, and all persons desiring to slaughter animals for the purpose of selling the flesh thereof, as provided in sec. 1 of this ordinance, have the same slaughtered at one of the slaughtering houses licensed under the provisions of this ordinance, and such cattle as to be slaughtered shall be left continuously at such slaughterhouse for eighteen hours previous to the slaughtering of the same for the purpose of inspection by the Dairy and Meat Inspector unless permission in writing be given by the Inspector to slaughter such animal in a less period of time, and all animals slaughtered at such licensed slaughterhouses shall be first inspected by a United States Government Inspector, or the City Dairy and Meat Inspector, in accordance with the rules of the United States Department of Agriculture, and the rules

of the Board of Public Health of the City of Fort Wayne.

Section 11. It shall be unlawful for any person, firm or corporation to sell or offer for sale, barter or give away, or to have in his or its possession with the intention so to do, any carcass of any animal, or any part thereof which is unfit by reason of the impure condition of the same, or is in the opinion of the Dairy and Meat Inspector diseased or unwholesome for human consumption.

Section 12. The carcass of any animal offered for sale for human food, within the corporate limits of the City of Fort Wayne, which has been prepared otherwise than according to the regulations herein provided, is hereby declared to be unclean and is condemned hereby, as unfit for human food, and any flesh of any animal in the possession of any person for the purpose of selling or offering for sale, which animal has not been slaughtered in accordance with the provisions of this ordinance at one of the licensed slaughter houses, or has not been suspected to have been slaughtered, or which has been handled contrary to any of the provisions of this ordinance, and the flesh of any animal which shall have been fed on offal, dead animals or parts thereof, and any flesh of any animal, which is in the opinion of the Dairy and Meat Inspector, unfit by reason of its impurities for human consumption, unwholesome or diseased is hereby declared to be unclean and is condemned as unfit for human food, and it shall be the duty of the Dairy and Meat Inspector and his assistants, and of the sanitary officers of the City, and the power is hereby given to all of such officers to summarily search with permission and any animal carcass or part or parts of such carcass which they may discover within the limits of said City, when to their knowledge the carcass or parts of carcass have not been slaughtered, prepared and handled according to the provisions of this ordinance and such rules of the Board of Public Health.

Power and authority is hereby given to such Dairy and Meat Inspector, Board of Public Health, and such Sanitary Officers to condemn, and take into their possession, all the equipment described in Sec 3 of this ordinance, when the same is not maintained and kept in the manner in this ordinance provided, and in the manner provided in such rules of the Department of the Board of Public Health.

Section 13. Any person, company or corporation failing to comply with or violating any of the provisions of this ordinance

unlawful
to have - 236.

shall upon conviction be fined in any sum not less than twenty
five, nor more than One hundred.

Section 14. Nothing in this ordinance shall prevent the sale of animal
carcasses or parts thereof, or meats which have been shipped into
the City of Fort Wayne from any other place where the slaughter
houses or abattoirs are subject to inspection by the United States
Government, and such carcasses, parts, skin or of meats have been
duly and properly inspected by the Inspector of the United States
Government, and the fact of such inspection stamped upon such
carcass part thereof or meat, and that nothing in this ordinance shall
prevent any person who is not regularly engaged in the sale of
meats from selling in said City any surplus meat, which he
may have, over and above his family supply, but all such
meats shall be subject to such inspection as to family and
sound condition, provided for in this ordinance and said rules
of the Board of Health.

Section 15. It is hereby made the duty of the Dairy and Meat
Inspector of the City of Fort Wayne, and his assistants, to carry
out the entire provisions of this ordinance, and the rules of the
Board of Public Health made and adopted hereunder, to make
the inspection herein provided for, to condemn the flesh of any
animals which have been slaughtered and handled contrary
to the provisions hereof, or which have become impure or noxious
and in an unfit condition for human consumption.

Section 16 That so much of General Ordinance No 157 being an
ordinance entitled "An ordinance relating to nuisances"
approved April 26th 1900, as is in conflict herewith, and any
and all other ordinances in conflict herewith are hereby
repealed.

Section 17. That this ordinance be in full force and effect
from and after its passage and approval by the Mayor and
City of Public Health.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of November 1907

We hereby certify, That the Common Council of the City of Fort
Wayne Indiana at a regular meeting held on the 26th day
of November 1907, by a majority vote of all the members thereof

that the same ordinance is hereby attached and known as
General Ordinance No 344

W. C. Schwing
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of
November, 1907

J. Frank Mungovan
City Clerk

Approved this 4th day of December, 1907

Wm. J. Hooper
Mayor

Order of Council, 1890.

Adopted by
the Board

That the following be and remain, and also of certain
that the employment of the City of Fort Wayne, as provided on the
10th day of December 1890.

Sec. 1. That it be and remain, in the common council of the City of Fort Wayne
that the compensation and salary of the clerk and subclerk
hereinafter mentioned by first of the same and a clerk, subclerk
named for each clerk and subclerk.

Each Sergeant of Police shall receive a salary at the rate of
\$9600 per annum.

Each Patrolman, Patrol Driver, Police Station Clerk, Police Station
Master and Court Bailiff of the City Court, during the first year of
his service in the City of Fort Wayne under the Board of Public Safety
in any of the capacities above mentioned shall receive a salary
at the rate of \$7200 per annum.

Each Patrolman, Patrol Driver, Police Station Clerk, Police Station
Master and Bailiff of the City Court during the second year of
his service in the City of Fort Wayne under the Board of Public
Safety in any of the capacities above mentioned shall receive
a salary at the rate of \$7800 per annum.

Each Patrolman, Patrol Driver, Police Station Clerk, Police Station
Master and Bailiff of the City Court during the third and subsequent
consecutive years of his service in the City of Fort Wayne under
the Board of Public Safety in any of the capacities above
mentioned, shall receive a salary at the rate of \$8400 per annum.

Each Saunter's Policeman shall receive a salary at the rate of
\$7800 per annum.

The Janitor at the City Building of each City shall receive a
salary at the rate of \$6600 per annum.

Sec. 2. That all orders and parts of orders in conflict
herewith be and they are hereby repealed.

Sec. 3. That this ordinance be in full force and effect on and
after January 1st, 1891.

John J. ...

I have attached to this letter a small bill for the Relief of Genl. Wayne
Indian, on the 10th day of November 1797

He writes to inform that the annual Council of the City of New
Haven was held at a session which took on the 10th day of
November, 1907, by a majority of all the members that
it had from the previous Triennate attached, and passed as
General Ordinance No 345.

Admission

Grass, 11 m. long,
very short,

Henry Roberts

Received in the manner aforesaid on the 14th day of December 1807.

Robert Winger
Long Blot

Long Chute

Attest this 24th day of December 1907

Wm. A. Fossey
Mayor

Mayor

House and City of Fort Wayne, Ind. 1846.

Enacted by the Council, in reading Section 1 of an ordinance, entitled "An Ordinance regulating the inspection, authentication, condemnation of milk and cream, and regulating the sale of milk and cream, requiring persons engaged in the sale of the same to obtain a license, and prescribing for the employment of a clerk, and Vesting the Controller with his powers, duties and compensation. Providing a penalty for its violation, and Resolving all laws now in force to the contrary, are repealed. Enacted 20th Jan^y, 1846, adopted (then) 20th Jan^y and being Read and Enacted the 20th.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that Section 1 of said ordinance be and the same be so amended to read as follows.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that no person, firm or corporation, shall sell or offer for sale, expose for sale, dispose of, exchange or barter or with the intent so to do, have in his or their care, possession, custody or control any milk or cream, without first obtaining a license from the City of Fort Wayne so to do as in this ordinance provided. Any person firm or corporation desiring to obtain such license shall file with the Department of Health and Charities of said City, an application, in writing, for the same in such form as may be to such Department required and shall file with such application a verified statement giving in it its name and address, the number of cows he or it owns or has charge of, the estimated average amount of milk or cream which he or it sells each day, the names and addresses and license numbers of all persons from whom he or it buys any milk or cream, the estimated average amount of milk or cream which he or it buys from such persons each day, and an estimated average amount of milk or cream sold by each of such persons from whom the applicant buys such milk or cream each day, and the number of cows owned by or in the charge of such persons. If such Department grants such application, it shall be the duty of the Controller of said City to issue licenses to such applicants upon the receipt of such application properly signed and approved by said Department of Health and Charities, and upon the payment by such applicant of five Dollars (\$5⁰⁰). Such license shall be granted for a period of one year and no longer.

Provided, That if such applicant is at the time of an

continued in such application, engaged in the selling at retail of meat under license issued for that purpose in accordance with the provisions of General Ordinance No 344. The license herein provided for shall be granted to such applicant without the payment of said five dollars.

Section 2. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor

Witness my hand and seal of office

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of January 1908

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of January 1908, by a majority vote of all the members elect did pass the ordinance herewith attached and proven as General Ordinance No 346

W. C. Schreiner
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 17th day of January 1908

J. Frank Mangrove
City Clerk

Approved this 24th day of January 1908

Wm J. Hoagy
Mayor

Introduced by
Mr. Henny.

The ordinances approving and ratifying our agreement entered into on the 14th day of January 1908 by and between the City of Fort Wayne and the Fort Wayne and Wabash Valley Electric Company for the lighting of the streets and alleys by said Company.

Whereas, heretofore on the 14th day of January 1908 in the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne & Wabash Valley Electric Company, relative to the lighting of the streets of said City by said Company, which contract is as follows:

This agreement, made this 14 day of January 1908 by and between the Fort Wayne & Wabash Valley Electric Company party of the first part and the City of Fort Wayne by and through its Board of Public Works party of the second part Witnessed.

Whereas, by the agreement heretofore made by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Electric Light and Power Company and the amendments thereto made, bearing date of January 28, 1904 and approved by General Order No. 223 of said City, it was provided that in consideration of the grants, rights, privileges and franchises therein contained and of the mutual conditions and agreements thereof the said Fort Wayne Electric Light and Power Company agreed to rent to the City of Fort Wayne for the lighting of streets, alleys and public places within said City for and during a period of one year from the date of the approval and ratification of said contract by an Ordinance of the Common Council of said City three hundred and twenty-four (324) or more arc lamps and to keep the same lighted according to the Philadelphia Moonlight Schedule and at all other times at night when the moon is observed, and the Mayor of said City or the Board of Public Works shall direct said lamps to be lighted, and the said City agreed to pay to said Electric Light and Power Company therefor at the rate of seventy dollars per annum, payable monthly, for each electric arc lamp furnished and operated by said Light and Power Company, subject only to the rates in said contract provided, with the right of the City to renew said contract from year to year upon the same terms and conditions.

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Thomae, the Fort Wayne & Wabash Valley Traction Company, is now the owner by assignment of said contract and franchise and operating said electric lighting plant in the city of Fort Wayne; and

Thomae, said city is now constructing a municipal electric lighting plant and expects to have the same completed and ready for operation by July 1, 1908, and thereafter to discontinue with the service of the present arc lamps and the lighting thereof by said Traction Company.

Now Therefore, in consideration of the premises and of the several and mutual covenants and agreements contained, it is hereby agreed between said parties as follows:

1. Said party of the first part hereby agrees to rent to said city of Fort Wayne for the lighting of streets, alleys and public places within said city for and during a period of six (6) months from the first day of January 1908, three hundred and twenty four (324) or more electric arc lamps but not more than three hundred and ninety eight (398), being the number now maintained, and to keep the same lighted according to the Philadelphia Moonlight schedule and at all other times at night when the moon is obscured and the Mayor of said city or the Board of Public Works shall direct said lamps to be lighted at the rate of Seventy Dollars (\$70.00) per annum, and shall maintain and keep in service the said arc lamps now provided and rented by said first party to said city from month to month thereafter at the same rate payable monthly provided, however, that the city may extend said period from month to month thereafter by giving at least thirty days notice in writing before the commencement of any of said months for which said city desires to extend said period, and the said city agrees to pay the said party of the first part therefor at the rate of Seventy Dollars (\$70.00) per annum in monthly installments payable monthly as in said contract and ordinance provided. At the expiration of said period of six months or at the expiration of such extension of time that said lamps shall be required by the city to be kept maintained and lighted, as hereinbefore provided, the said party of the first part shall as soon as practicable thereafter take and remove its said lamps and shall be released from all obligations to furnish lamps or light for the lighting of said streets, alleys and public places in said city, except as

otherwise.

2. The party of the first part further agrees to furnish to the said City at the option of said city, upon thirty days' notice before July 1, 1908 such sixty cycle two phase electric current of approximately 2300 volt potential as it may need and require for the purpose of lighting said streets, alleys and public places in said city, during such time as the city is getting its said electric lighting plant or he is installing and on a working basis by a power line to be same, constructed and maintained by the city at its own expense from the switch board of the Traction Company at the power house to the switch board of the city at its power station, and in constructing said line said city shall have the right to use without additional compensation, the poles of said Traction Company from its power station on Gay Run Avenue to Clinton Street, but the said power line by said city shall be so constructed and maintained as not to interfere with the present or any future lines of said Traction Company on said poles; and the city hereby agrees to pay to the said Traction Company at the rate of four (4) cents per kilowatt hour for the current so furnished for said purposes and measured at the bus bar of the Traction Company, but the minimum amount to be paid shall be at the rate of five hundred dollars (\$500.00) per month for the purpose of covering the requirements and expenses of the Traction Company in keeping its machinery and apparatus in readiness to provide and furnish such electric current for said purposes upon notice so to do by the city. This Provision for the furnishing of such current for the installation and testing of said electric plant

shall be for a ~~time~~ limited period only or may be designated by said city for said purpose and not to exceed three (3) months and the same may be terminated at any time by said city after thirty⁽³⁰⁾ days' notice to the Traction Company by said city, but it is expressly understood that the agreement to furnish said current is subject to the ability of the Traction Company at the time to take on such additional load of requirements and the said Traction Company, its successors or assigns, shall not be liable for any burn-outs, accidents or injuries of any kind or character to the machinery or employees of said city, or to other property or persons caused by such current after passing from the bus bar of said Traction Company, which current shall thereafter be owned, controlled and managed solely by the said city.

3. It is further agreed that said Traction Company, its successors and assigns, shall not be liable for any delays or injury caused by breakage of machinery or other appliances used by it in its said electric lighting plant or by strikes, riots, floods, fires, storms or other such casualties none of which shall be covered as contracted against hereby.

In witness whereof, the said parties hereto, have hereunto set their hands this day and year above written

For Wayne & Wabash Valley Traction Company)

By, C. D. Emmons

The General Manager

Witness

Attest

City of Fort Wayne

City of Fort Wayne

By, C. J. Lemmon

Jesse Brosius

The Board of Public Works

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 14th day of January 1908 entered into by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne & Wabash Valley Traction Company in relation to the lighting of the streets of said City as fully set forth in the foregoing terms, be and the same is hereby ratified and approved

Sec 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

J. M. Henry

Done at the Council Chamber in the City of Fort Wayne Indiana on the 28th day of January 1908

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of January 1908 by a majority vote of all the members elected did pass the ordinance heretofore attached and known as General Ordinance No 347.

W. C. Schivier
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 3^d day of February
1908.

J. Frank Wenzel
Lucy Bled

Approved this 11th day of February 1908

W. J. Bled

1152
General Ordinances. 110 348.

Introduced by
J. W. Morgan

An ordinance changing the names of certain streets and
avenues in the City of Fort Wayne Indiana, or amendments.

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne Indiana, that the following described streets
and avenues, shall hereafter be known and called by
the following names, Viz.

1st That Bates Avenue from St Joseph Boulevard to Kentucky
Avenue be known as and called Delaware Avenue.

2nd That Burgess Avenue in Burgess, Gollingers and Kamm
Addition be known as and called Kamm Street.

3rd That Cleveland Avenue in Lombard Park Addition
from West Main Street to Kuttlers Avenue be known as and
called Webster Avenue.

4th That College Avenue in Morton Place Addition from
Hogland Avenue to Fairfield Avenue be known as and
called Downing Avenue.

5th That Eliza Avenue in Kamm's Plat 'C' from Kentucky
Avenue to its western terminus be known as and called
Forest Avenue.

6th That Emily Street from Spy Run Avenue to Spy Run Creek
first South of Elizabeth Street be known as and called
Hudson Avenue.

7th That Gladstone Avenue a continuation on the north of
St Joseph Boulevard be known as and called St Joseph
Boulevard.

8th That Griswold Avenue, and Hicksville State Road from
Spy Run Avenue east to Waller Avenue be known as and
called State Street.

9th That Jane Street in Rockhills Heirs Addition from Shilling
Avenue to the G. R. and I. Rail Road be known as and called
High Street.

10th That Luke Avenue from South Wayne Avenue to Beaver Avenue be known as and called Wildwood Avenue.

11th That Maria Street in Rockhill Keir's Addition from Shelling Avenue to G R and S Paul Road be known as and called Third Street.

12th That Marshall Street from its eastern terminus east of La Fayette Street to Hongland Avenue be known as and called Wildwood Avenue.

13th That Mill Road a continuation of Elizabeth Street on the west to Clinton Street be known as and called Elizabeth Street.

14th That Miller Lane (so called) a street with no name running east from Miller Street first north of Sixth Street be known as and called Miller Lane.

15th That He-Nez-Ah Avenue a continuation of Elizabeth Street on the east of Spry River Avenue be known as and called Elizabeth Street.

16th That Pioneer Avenue (so called) on the south line of Fletcher and Wincke's Addition be known as and called Wayne trace.

17th That Rebecca Street in Rockhill Keir's Addition from Shelling Avenue west to G R and S. R. R. be known as and called Sinclair Street.

18th That St Joe Branch Road a continuation of Crescent Avenue on the north in Forest Park Addition be known as and called Crescent Avenue.

19th That St Joseph Avenue in Pfeffer's Addition from Wall Street west be known as and called Pfeffer Avenue.

20th That Harriett Avenue be known as and called Tennessee Avenue.

21st That Shomerville Street a continuation of Kentucky Avenue on the north be known as and called Kentucky Avenue.

22nd That Wright Street in Rockwell have Addition from
Shedding where we want to G.P. and S.P.P. be known as and
called Fourth Street

23rd That Victor Avenue in Rindels Addition be known as
and called Rindel Place.

Section 2. This ordinance shall be in full force and
effect from and after its passage and approval by the
Mayor.

G. W. Bourger.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 28th day of January 1908

Attest my hand and the Seal of the City of Fort Wayne
Indiana this 28th day of January 1908
I hereby certify that all the records and documents
relating to the same are attached and become a
General Ordinance No 348

Attest
Recorder

Frank Wenzel
City Clerk

Presented to the Mayor for approval on the 3rd day of
February 1908.

Frank Wenzel
City Clerk

Certified this 11th day of February 1908

N. M. A. Foster
Mayor

General Ordinance No 349

Introduced by
John H. Melick

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Pioneer Coal and Wood Co. on the 28 day of January 1908, Relating to the purchase by said City of coal

Whereas, hereinafter on the 28 day of January 1908, the City of Fort Wayne entered into a contract with the Pioneer Coal and Wood Co. providing for the purchase of a year's supply of coal for said City from said Company in connection with the Water Works Department of said City, which contract is in the following

This agreement made this 28 day of January 1908, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Pioneer Coal and Wood Co. party of the second part; Witnesseth,

That in consideration of the purchase by said City from the party of the second part of its year's supply of coal for the Water Works Department of said City, from the 1st day of January 1908 to the 31st day of December 1908, in the manner hereinafter provided the party of the second part hereby agrees to furnish to the party of the first part, during said period of time, such quantity as said City may desire of the following described coal, and for the price set opposite the same respectively.

Kind of Coal	Price F.O.B. Mines
Hokins Valley	
1 1/4 Lump	\$ 1.40
3/4 Lump	1.35
Run of Mine	1.15
M. & S.	.80
Counce Slack	.55
Smithers Creek	
3/4 Lump	\$ 1.30
Run of Mine	1.15
Kanawha Splint	
1 1/4 Lump	\$ 1.45
3/4 Lump	1.25
Run of Mine	1.10
Gas 3/4 Lump	1.23
Gas Run of Mine	1.10

It is understood and agreed, that the Kanawha Gas 3/4 lump

and the Kanawha Gas Run of Mine are as good and first class coal as the Smelters Creek $\frac{3}{4}$ Lump and Run of Mine, and that said Kanawha $\frac{3}{4}$ Lump and Run of Mine is equal for the purposes contemplated in the Water Works Department of said City in all things to said Smelters Creek $\frac{3}{4}$ Lump and Run of Mine, and in case said Kanawha Gas $\frac{3}{4}$ Lump and Run of Mine are not equal to or as satisfactory as said Smelters Creek $\frac{3}{4}$ Lump and Run of Mine, then party of the second part agrees to furnish and deliver as hereinafter provided to the party of the first part Smelters Creek $\frac{3}{4}$ Lump and Run of Mine at the same price as above set forth for Kanawha Gas $\frac{3}{4}$ Lump and Kanawha Gas Run of Mine, respectively; said City to buy from said Company all of the coal used by it in its Water Works Department during said period of time, so long as the kind, quality and quantity is satisfactory to said Board of Public Works, and the same to be shipped and billed direct from mines to said City, on either the Lake Shore and Michigan Southern Railroad or the New York, Chicago and St. Louis Railroad, or may be, directed from time to time by said Board of Public Works, and at such places in said City as said Board may direct.

Said City to pay all freight on all coal so purchased by it, and it is understood and agreed the present freight rate for all coal shipped from the Hocking Valley Mines is \$1.35 per ton, and the present freight rate on all coal shipped from the Kanawha and Smelters Creek Mines is \$1.42 per ton, but if lower freight rates can be obtained by party of the second part, then said City shall pay no more than the actual freight rate so obtained.

It is mutually agreed between the parties hereto that payments by the first party shall be made to second party on or before the 15th of every month, based upon invoice weights on all coal delivered as aforesaid during the month previous thereto. The strict performance of this contract by the party of the second part, and the prompt delivery of coal hereon on cars from said mines, as aforesaid shall be subject to delays occasioned by strikes, accidents and other unavoidable temporary casualties in the operation of said mines, and want of car supply and failure of Railways Companies to deliver and place cars at the mines for loading, or other causes beyond the control of the party of the second part.

It is agreed between the parties hereto that, after the

delivery of said coal on board of car by said party of the second part, said party, at the request of the first party, and its agent of the party of the first part will use its best endeavors with carriers to have said car of coal delivered as aforesaid billed and sent forward promptly to destination.

It is also agreed between the parties hereto, and the party of the first part covenants that the coal to be furnished under this contract is to be used only in the pumping stations of the City of the first part known as number one and number two pumping stations in connection with its Water Works system and shall not be sold to other parties or for other purposes.

The prices made in this contract are based upon the present mine rate of ninety cents per ton for Pick. Mixed 1/4 for Hickory Lump and 86 3/4 for Pick. Mixed 2nd Cedar Grove Lump Coal, and shall advance or decline as said rate of mine may advance or decline during the period of this contract.

This contract shall not be binding or have effect until the second party shall execute to the party of the first part a bond in the sum of \$6,000, with sufficient surety therein to be approved by the Mayor and City Controller of the party of the first part and conditioned for the faithful performance by the party of the second part of all the terms, conditions and agreements herein to be performed by it, and until this contract has been ratified and approved by the Common Council of said City.

Witness our hands and seals this 28 day of January - 1908.

attest
J. F. Franke
Clerk

I, Sec. of Fort Wayne
By E. J. Lennon
Henry Schwartz
James Brown
4th Board of Public Works

Pioneer Wood and Coal Co

By C. E. Moelling
The President
J. H. Hsieh
Sec. of same

Dec 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 28 day of

January 1908, entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Pioneer Coal & Wood Co., as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Sec 2 That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

John B. Helton

Done at the Council Chamber in the City of Fort Wayne Indiana on the 11th day of February 1908

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 11th day of February 1908, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No. 100

H. C. Scherwin
President

J. Frank Munzovan
City Clerk

Presented to the Mayor for approval on the 14th day of February 1908

J. Frank Munzovan
City Clerk

Approved this 24th day of February 1908

Wm. J. Henry

General Ordinance No. 350

Introduced by
J. H. [unclear]

An ordinance approving and ratifying a contract entered into by and between the City of Fort Wayne and Frank Draker, providing for the removal of garbage on the 16th day of December 1907.

Be it enacted by the City of Fort Wayne on the 16th day of December 1907, the City of Fort Wayne by and through its Board of Public Works entered into a contract with Frank Draker for the removal of kitchen garbage and other matter during the year 1908, which

Be it enacted by the City of Fort Wayne on the 16th day of December 1907, the City of Fort Wayne by and through its Board of Public Works, hereby ratifies and approves the contract between the City of Fort Wayne, Party of the first part, and Frank Draker of the City of Fort Wayne, Party of the second part, witnesses:

For the consideration hereinafter set forth and the Party of the second part shall and hereby agrees to collect and remove all kitchen garbage, tin cans, broken dishes, and glass ware during the year 1908, from any and all territory included within the limits of the Party of the first part, as well as from any and all territory which may hereafter be annexed to said city, during the term mentioned in this contract; such kitchen garbage, tin cans, broken dishes and glass ware to be collected and removed in accordance with, and as provided by the specifications marked Exhibit "A" and made a part of this contract, the agreement, conditions, provisions and terms of which specifications shall be performed by the Parties hereto the same as if such specifications and the provisions thereof were contained in the body of this contract.

In consideration of the covenants and agreements herein set forth and the Party of the first part agrees to pay to the Party of the second part the sum of \$4669.00 and sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during such month less such deductions as the said Board of Public Works may be authorized to make under the terms of this contract, and the specifications so marked Exhibit "A."

It is further agreed by the Parties hereto that this contract shall not be by the Party of the second part assigned, in whole or in part without the written consent of said Board of Public Works and the second party shall, and hereby agrees, to furnish a bond in the sum of Twenty five Dollars \$25.00 to be approved by the Board of Public Works conditioned that he will faithfully comply with and carry out the terms and

240
 stipulations on his part to be performed contained in this
 contract and the specifications as marked Exhibit "A"

Witness our hands and seals this day and year first
 above written

City of Fort Wayne, Ind.

Frank J. ...

E. J. Leavens
Henry Schwartz
Joseph ...
Its Board of Public Works

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne, that the contract entered into on the 16th day of
December 1907, by and between the City of Fort Wayne, by and through
its Board of Public Works and Frank J. ... providing for the
removal of all kitchen garbage from said city as fully set forth
in the preamble hereto be and the same is hereby approved
ratified and confirmed

Section 2. That this ordinance be in full force and take effect
from and after its passage and approval by the Mayor
Paul H. ...

We hereby certify, that the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 10th day of March
1908, by a majority vote of all the members elected did pass the
ordinance hereto attached and know as
General Ordinance No 350

W. C. Scherer
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 13th day of March
1908

J. Frank Mangrove
City Clerk

Approved this 23rd day of March 1908

Wm J. ...
Mayor

General Ordinance No 351

Introduced by 2211 An ordinance confirming and approving a Contract entered into on the 24th day of February 1908 by and between the City of Fort Wayne, by and through its Board of Public Works and the Pennsylvania Company.

Whereas, on the 24th day of February 1908, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Pennsylvania Company, which contract is in the following

This agreement made and entered into this 24th day of February 1908, by and between the City of Fort Wayne, hereinafter called the City, by and through its Board of Public Works, party of the first part, and the Pennsylvania Company, hereinafter called the Company, party of the second part;

That the party of the first part by and through its Board of Public Works, under and by virtue of the powers conferred upon it and the said Board of Public Works by the laws of the State of Indiana, does hereby, subject to the conditions herein expressed, authorize and empower the said party of the second part its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said City to construct, use and maintain a single track steam railroad of standard width over and along Murray Street in the City of Fort Wayne so that the center line of said proposed track shall begin at a point in the center of Murray Street industrial track as now constructed and laid on Murray Street, said point being 39.6 feet distant easterly from the west line of Barr Street, thence southeasterly by a curve and in a circle to the right 172 feet more or less to a point, said center line crossing the south line of Murray Street at a point 126 feet more or less easterly from its intersection with the west line of Barr Street, thence southerly parallel with a distance westerly 109.8 feet measured along a line parallel with the south line of Murray Street from the west line of the alley between Barr and La Fayette Streets 78 feet, more or less to a point in the north line of the alley between Murray and Wallace Streets, thence continuing southerly parallel with aforesaid west line of alley 12 feet, more or less to the south line of alley between Murray and Wallace Streets. The said track being authorized to be laid and maintained is to be used for the switching and moving of freight cars to

and from The Old Coal Company, properly to said main track of said Pennsylvania Company in Murray Street. The consent and permission herein given is upon the following conditions:

1st. That said track shall not be elevated above the grade of Murray Street, and the same shall be laid and maintained so as to conform with the established grade of such street as the same shall from time to time exist and in such way as not to be a nuisance and impediment to the ordinary and proper use thereof by wagons, carriages, or other vehicles along, upon or across such track at any point thereon; that the track and rails shall conform with the grade of the street as now established or as may hereafter be established, to said City, and be subject at all times to be taken up and relaid by the said Company, its successors and assigns at its own expense whenever necessary for the purpose of grading, paving or repairing or relaying such street, constructing sewers, laying or repairing water mains or other pipes, or any other public improvement. In case the rails of such track shall not conform with the grade of the street as above provided the Board of Public Works shall notify the party of the record for it. The party of the second part shall do the necessary work and make such track conform to any such grade within thirty days time from receiving such notice, and upon failure so to do, the Board of Public Works shall have the right to change such tracks and make such improvement and charge the costs thereof to said Company its successors and assigns, and in case such Company its successors and assigns shall fail to pay such expense within thirty days from the time said Board has rendered a bill therefor said City shall have a right of action to recover said amount against the said Company, its successors and assigns, and in case of such failure to pay such bill, and if suit is brought to recover the same said City shall be entitled to recover, in addition to the costs of such improvement, a reasonable attorney's fee.

2nd. Said Company shall have between the rails of said track, herein provided for on Murray Street, and two feet on the outside of each rail from the intersection of said track with said main track to the curb stone on the north side of said Murray Street as said stone may now exist or be hereafter established. Said payment to be a

intrinfied paving brick made in accordance with plans and specifications to be furnished by the Board of Public Works and at the time said track is laid in said street. The said Company shall repair said section of said street having authority to be occupied in the manner and to the extent set out at such times as the Board of Public Works of the City may require, and shall at all times keep said portion of said street in a good condition of repair, and said Company shall also pave between the rails and 2 feet on the outside of each rail to the full width of any side-walk that may hereafter be constructed on the north side of said Broadway street; and pavement to be of material used in the balance of said sidewalk, and to be constructed according to the plans and specifications provided by the Board of Public Works or the City Civil Engineer of said City. The drainage made necessary by laying of said track, shall be done, used, and maintained by said second party according to and under the direction of said Board.

It is further agreed that the party of the second part shall cause to be constructed and properly maintained a suitable crossing over said proposed track, in the alley between Mallory and Murray Streets. Said crossing and track not to be elevated above the grade of said alley and to at all times conform with the grade of said alley as the same shall from time to time exist.

3rd That the use of said track by the party of the second part its successors and assigns having authority to be laid and maintained, is limited and restricted to hours between 11:00 P.M. and 6:00 A.M. of each day, and during all other hours of the day said track shall be clear and unobstructed for Public use.

4th That said Company, its successors and assigns shall not at any time haul to exceed six cars over and along said track having authority to be laid, and shall not load or unload any car upon said track and shall not allow cars loaded or unloaded to stand upon said street or sidewalk.

5th It is further agreed by and between the parties to this contract that if said party, its successors and assigns, fails to comply with any of the provisions of sub-division three and four of this contract said second party its successors and assigns shall forfeit all rights and privileges by this contract granted.

The rights privileges and franchises hereby

mounted shall be voted in the Pennsylvania Company
its successors and assigns for a period of Fifty years
from the 22nd day of September 1903.

6th It is agreed by and between the parties hereto that
the tracks herein authorized shall be located to the approval
of the Board of Public Works and that the ties upon which
the rails rest shall be laid upon not less than six inches
of concrete.

7th That said party of the second part further agrees and
binds itself its successors and assigns, to keep and hold
said city free and harmless from liability from any and
all damages that may accrue to any person or persons
on account of injury to their person or property, growing
out of the construction or maintenance of said track
or from the operation of cars thereon, and in case suit shall
be filed against said city on account thereof said party
of the second part, upon notice to it by said city will
defend said suit against said city and in the event that
no verdict is obtained against the city, the second party
its successors and assigns shall pay such judgment with
costs and hold the city harmless therefrom providing
said judgment can be enforced in law against said city.

8th It is further agreed and understood that if said party
of the second part, its successors and assigns does not
occupy said street herein designated for the purposes herein
provided within one year after the approval of this Contract
by the Common Council, then in that case said second
party, its successors and assigns, shall forfeit all the
rights and privileges herein granted. Provided however,
that if said party is prevented from taking possession
of said street within the time herein stipulated by reason
of the judgment of any court; then in that event said Board
of Public Works may grant a reasonable extension of time.

Witness our hands and seals the 24th day of February
1908

attest
J. W. Becker
Clerk

The City of Fort Wayne
By E. J. Lennon
Henry Schwartz
Jesse Brasile
Board of Public Works

The Pennsylvania Company)

By J. B. McKinn
City Clerk

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne that the Contract hereto for on the 24th day of February 1908, entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Pennsylvania Company relating to the laying of a track on Murray Street as fully set forth in the preamble hereto be and the same is hereby ratified and approved.

Sec. 2 That this ordinance be in full force and effect from and after its passage.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of March 1908, by a majority vote of all the members elected did pass the ordinance hereto attached and known as General Ordinance No 351

W. C. Schwin
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 13th day of March 1908

J. Frank Mungovan
City Clerk

Approved this 23rd day of March 1908

William J. Hays
Mayor

General Ordinance No 352

Enacted by

the Board of

An ordinance ratifying and approving a contract entered into by the City of Fort Wayne and the Masillon Iron and Steel Company, on the 12th day of March 1908, for the purchase by said City from said Company of iron pipe and castings for the Water Department's use.

Whereas herebefore on the 12th day of March 1908, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Masillon Iron & Steel Company, for the purchase by said City of cast iron pipe and special castings for use in the water works Department of said City, which contract is in the following words:

Agreement made and entered into this 12th day of March 1908, by and between the City of Fort Wayne; by and through the Board of Public Works, party of the first part and the Masillon Iron and Steel Company, a corporation, party of the second part. Witnesseth:

That the party of the first part agrees; and hereby binds itself to, buy and the party of the second part hereby agrees and binds itself to sell and deliver to the party of the first part, the following pipe and special castings:

150 tons of 6" pipe

100 " " 8" "

250 " " 12" " and such special castings as

said Board may deem proper and necessary for the proper and necessary use of said five hundred tons of pipe.

It is further agreed that said City shall pay to said party of the second part, for said pipe at the rate of twenty-two dollars and sixty cents (\$22.60) per ton, and for said special castings at the rate of two and one-half (2½) cents per pound, all F. O. B. care City of Fort Wayne at place of delivery.

Party of the second part to furnish all of said pipe and special castings to said City from time to time so that delivery of all said pipe be made in Fort Wayne, Indiana, not later than the 1st day of May 1908.

It is further agreed and understood that said pipe and special castings shall be material of the kind, and manufactured in the manner, specifically described in the specifications therefor a copy of which are attached hereto and made a part hereof, and all the provisions

requirements, terms and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection and weight etc., are hereby made a part of this contract, and binding upon the parties hereto the same as if copied herein in full, except as herein changed or modified.

It is further agreed the section 11 of said specifications shall be changed and modified to read as follows:

11 Delivery. The pipe and special castings shall be delivered on board of cars in the City of Fort Wayne, Indiana, free of cost to said City, and at the most convenient point for handling the same in the different sidings of either the Lake Shore and Michigan Southern Railroad or the New York, Chicago & St. Louis Railroad. Such convenient place to be designated from time to time by said Board. The pipe shall be in good condition subject to such reasonable test as the City may require. Each shipment shall be accompanied by a statement from the contractor giving weight of each pipe and special and at the time and the certificate as above described.

Witness our hands and seals the day and year first above written.

Attest
Julian F. Franke

City of Fort Wayne

By J. J. Leonard.

Henry Schwartz

James Brown

Board of Public Works

Macellon Iron & Steel Company

By Frank F. Fisher

Attest

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 12th day of March 1905 entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Macellon Iron and Steel Company) relative to the purchase of pipe for the Water Works as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

Witness my hand

2387
The County certifies, That the Common Council of the City of
Fort Wayne, Indiana, at a regular meeting held on the 24th
day of March, 1908, by a majority vote of all the members
elect did pass the ordinance herewith attached and known
as General Ordinance No. 353.

W. C. Schivier,
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 27th day of
March 1908

J. Frank Mungovan
City Clerk

Approved this 3rd day of April 1908

H. W. D. [Signature]
Mayor

General Ordinance No 353

Introduced by
Wm A. Bayne.

An ordinance authorizing the alienation of city property of the value of less than \$100.00 without an appraisement.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that it having been shown to the Council there is under the control of the Board of Public Works of the City of Fort Wayne, in the water works and street cleaning Department, a large quantity of scrap iron, which is of a value less than (\$100.00) that the Mayor of the City of Fort Wayne is hereby authorized to cause said scrap iron to be sold to the City of Fort Wayne without an appraisement being made thereof, and that the Mayor is hereby authorized to sign any and all papers that may be necessary to consummate the sale of such property.

Section 2. This ordinance be in full force and effect on and after its passage and approval by the Mayor.

William H. Bayne.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a Regular Meeting held on the 24th day of March 1908 by a majority vote of all the members present did pass the ordinance herein attached and passed as General Ordinance No. 353

C. Schirer
President

Frank J. Bayne
City Clerk

Presented to the Mayor for approval on the 24th day of March 1908

Frank J. Bayne
City Clerk

Approved, this 3rd day of April 1908

William H. Bayne
Mayor

General Ordinance No 354

introduced by. An ordinance confirming and approving a contract entered
by Michael Kinder into on the 9th day of March 1908, by and between the City
of Fort Wayne, by and through its Board of Public Works and
S. F. Bowser & Co.

Whereas on the 9th day of March 1908, the City of Fort Wayne
by and through its Board of Public Works, entered into a
contract with S. F. Bowser & Co., which contract is in the
following words

This agreement, made this 9th day of March 1908, by and
between the City of Fort Wayne by and through its Board of
Public Works, party of the first part, and S. F. Bowser & Company
Inc., party of the second part, witnesses:

Whereas, the party of the second part desires to procure
a sidetrack connecting the main tracks of the Pittsburg,
Fort Wayne and Chicago Railroad Company with the
manufacturing plant of said second party in order to facilitate
the shipping to and from said plant of such property as party
of second part may desire, and whereas said Railroad Company
is unwilling to construct such sidetrack for said purposes, now

Therefore, in consideration of the covenants and
agreements to be performed and complied with by the party
of the second part as hereinafter provided, consent, permission
and authority are hereby granted and given by the party of
the first part to the party of the second part to construct, maintain
and operate, or cause to be operated, a single track railroad
across Thomas Street opposite Lot 76, a single track across
Thomas Street opposite Lot 77, in Grant Subdivision in the
City of Fort Wayne, to be united in a single track west of
Thomas Street before reaching the Alley between Thomas
Street and Oliver Street; to operate a single track along the
said Alley southwardly from said Lot 77 across Horace
Street, Buchanan Street, Greene Street, East Conington Avenue
to Kerd Street, thence southeastwardly across Thomas Street
to and on West Section of Kerd Street, heretofore vacated as
a street all in accordance with a plat hereto attached
and made a part hereof, and on which plat the line
and route of said track is marked and indicated by the
red line shown. No car or cars to be operated on said
tracks between the hours of eight o'clock P.M. and 6 o'clock A.M.
It is understood and agreed that the consent, permission and

authority, power, jurisdiction, and could not when the following terms and conditions...

1. The back of the second lot, if it desire to avail itself of the benefits of the consent, permission, and authority herein granted, shall cause the complete construction of said track within nine months from the date hereof, and in the event that it so avails itself of such grant, permission, consent and authority, then it shall cause the complete construction of said track within sixty days from the date its consent is not thereon and within the period of nine months, as above stated, and shall at no time in the construction of said track or cause for such purpose any of the above above mentioned for any length of time, in a term of five days, but in the event that back of the second lot is prevented from completing within any of the above conditions by cause of any delay on the part of any court, then, such period of thirty days shall be an amount of reasonable extension of time, as to any one of the above mentioned.

2. Said track shall be subject to the consideration, having only a small portion of the lot of the said lot, and shall not be elevated above and shall be used, and maintained, as to all lines conform with the existing grade of the streets and alley in which it is located, and no grade shall form more than six inches, and in such manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes, to the lot in front of the lot, upon and across said track, at any point therein. That said track and the rails thereof, shall conform with the grades of the streets and alley now established, or to be hereafter established by said city, and subject at all times to be taken up and relaid by said party of the second part at its own expense, for the purpose of regrading, paving, and repairing and repaving such streets and alley, and for the purpose of constructing or repairing sewers, laying or relaying water mains or other pipes, or for any public improvement. And in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets or alley as above provided, said Board shall notify said party of the second part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade...

of said alley or streets, as the case may be, and said party of the second part shall take up said track for such purpose, within such time and for such length of time, as the said Board, upon receipt of said notice require, in case such notice is as to set aside or improvements as above stated, or shall make said track conform to any such grade within thirty days time from receiving such notice, in case such notice is as to the grade of such street or alley, and upon the failure of second party or to do said Board of Public Works shall have the right to take up such track, to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said second party, and in case said second party shall fail to pay such cost or expense within thirty days from the time said Board shall have rendered a bill therefor, the said city shall have a right of action to recover such cost or expense against said second party together with a reasonable attorney fee for the collection thereof.

3. If said streets or said alley or crossings or any of them hereafter paved said second party shall pay for or make a track or tracks between the rails of said track, and for a space of one foot on both sides thereof, and in case any of such improvements are constructed said tracks shall be removed and relaid to conform with the grade of such street or alley as paved, and a foundation laid, at the expense of second party, under the ties of such track of six inches of concrete. That second party shall repair said boards of said streets and the alley in the manner, and at such times, as the Board of Public Works may desire, and shall at all times keep said portions of said streets and alley in a good condition of repair.

4. That said party of the second part shall not at any time haul or allow to be hauled, to exceed two (2) cars over and along any part of the track herein authorized to be laid, nor at any greater speed than five miles per hour, and shall not load or unload any cars or leave the same to stand upon any of said tracks along the line of said track. No steam railroad locomotive shall be used in said alley. If cars are run backward the second party shall cause a bell to be constantly rung while moving at the front end of first car. The motive power shall be equipped with suitable and effective air appliances so arranged that the same can be attached to the air brake apparatus on the cars.

5. In case hereafter the cart and road tracks, of said Railroad Company, be elevated, through and being, there and in that street, the grant and permission, herein given shall terminate, and party of the second part at all times at its expense, shall cause said tracks, and place said streets and alley in an good and safe condition for travel, and of course, station on the same shall be left unobstructed, so as to, at its expense, cause said street to be elevated, according to terms, and a Specification hereunto by and under direction of the engineer in charge.

6. The body of the second part shall cause and maintain, its said track, in such a manner, as to not in any way interfere with the drainage of the surface waters on said streets and alley, and shall, when constructing said track, cause and cause said streets to do the same under the direction of said Board of Public Works, and in the manner required by said Board.

7. Party of the second part further agrees and binds itself to not and hold said city free and harmless from all and every liability from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of the construction, maintenance or operation of a canal thereon to a water works or operation, within said city shall be held against said city on account thereof and party of the second part, when liable to said city, shall be liable to make, at its own expense, and within said city, shall be liable to make in said actions against said city, the body of the second part shall pay such judgment with all costs and hold the city harmless therefrom, and said second party shall execute to the body of the first part a bond with sufficient surety, to be approved by said Board of Public Works, payable to said city, in the sum of Five Hundred Dollars, conditioned for the faithful execution and by said second party of all the conditions and provisions contained in this contract to be performed on its part, and in the event of its failure to do so, when ever demanded by said Board of Public Works renew said Bond.

8. It is further agreed that if second party fails to comply with and perform any of the provisions of sections one, two, three, four, six and seven of this contract, the consent, permission and authority herein granted shall at once terminate and second party shall forfeit all rights hereunder, and shall cause the removal, at its expense of all track that may be laid hereunder and place said street and alley in an good and safe

condition for travel, and of the same material, as the remainder thereof.

9. It is further understood and agreed that this contract, and the provisions thereof, shall be binding on the successors and assigns of the party of the second part.

10. The consent, permission and authority hereby granted shall continue for the period of twenty-five (25) years from the date hereof.

Witness our hands and seals

Attest

W. M. Becker

Clerk

E. J. Lennon

Henry Schwartz

James Brannan

Board of Public Works

S. F. Bowser & Co. Inc.

By S. F. Bowser President

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and S. F. Bowser & Company, Inc., as fully set forth in the preamble hereto be and the same is hereby in all things confirmed and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

Michael Rie

We hereby certify, that the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 24th day of March, 1908, by a majority vote of all the members elect, did pass the ordinance hereto attached, and resolve as General Ordinance No 354

H. C. Schinner

President

J. Frank Mungovan

City Clerk

(Presented to the Mayor for approval on the 27th day of March 1908)

J. Frank Mungovan
City Clerk

Attest This 3rd day of April 1908

Wm. J. Foster

Mayor

105

General Ordinances, No. 355

Produced by
H. Harrison

An ordinance, ratifying and approving a contract entered into by the City of Fort Wayne on the 26th day of February 1908, with the Signal Phone Alarm Co. relative to the installation of the Police Alarm System.

Whereas, hereinafter on the 26th day of February 1908 the City of Fort Wayne by and through its Board of Public Safety entered into a contract with the Signal Phone Alarm Co. relative to the installation of a Police, Telephone and Telegraph Alarm System, which contract is in the following words:

This agreement made the 26th day of February 1908, by and between the Signal Phone Alarm Co. (a Wisconsin corporation) of the State of Wisconsin, on the one part, and the City of Fort Wayne, by and through the Board of Public Safety (a municipal corporation), on the other part, do hereby certify:

That the said first party agrees to furnish, install and install a Police telephone and telegraph alarm system, and have the same complete and ready for operation within ninety days from the date hereof, for the first complete, mentioned in specifications, to be installed in the most thorough and workmanlike manner and in conformity to, and in accordance with, the terms of this contract and the specifications therefor attached hereto and to be a part of this contract.

It is further agreed between the parties hereto that said second party will furnish, sufficient materials, labor to properly install and operate all equipment, appliances and instruments to be supplied according to this contract, the same to be installed in the space so furnished, in conformity.

It is further agreed between the parties hereto that the party of the first part in the installation of said system shall use the wire now in use by said City in connection with its present Police alarm system, and the twenty miles of wire referred to in said specifications shall be furnished by the party of the first part in addition to the wire so now used by said City; that all dates of delivery of good and completion of work shall be contingent upon strikes, delays of carriers and other unavoidable causes not produced by the party of the first part and the party of the first part guarantees that the apparatus and material furnished and the said Police telephone and telegraph alarm system when completed shall be of the best

mentioned and described in said specifications and this contract, and will keep the same in first class working order free from all disturbances by wear and tear caused from defective workmanship or material, for a period of five years from the date hereof, and will make any and all repairs necessary to keep the same in that condition during said time against failure by reason of deterioration from the ordinary effects of atmosphere, defective work or material, general wear and breakage from ordinary and proper use, and will hold and save and secured, partly harmless from any and all loss whatsoever, financially or otherwise, by reason of infringement of patents or account of the use of any devices or instruments furnished, and from any and all suits growing out of any such alleged infringement, And will save said City harmless from any and all damages, that may accrue to any person or property growing out of, or resulting with, the installation of said police alarm system, and will defend any and all actions for any such damages or royalties for such alleged infringements that may be instituted against it or said second party, and will pay any and all judgments that may be rendered in any such action.

Party of the second part shall retain until the final acceptance of the work herein called for the certified check of two hundred dollars deposited by the party of the first part with the party of the second part to guarantee the faithful performance by said first party of this contract, but the retention of said check shall not in any way release the party of the first part from the complete performance of said contract or any damages herein mentioned.

The first party shall execute to the second party, upon the acceptance of said work a bond with same responsible in any company as surety, in the sum of Four thousand Dollars, to protect said City on the guarantee of the party of the first part as to the apparatus installed, for one year after the date of the acceptance of said work, at which time the party of the first part shall furnish to said City a bond in a like sum, for a period of four years from the expiration of said first bond with all the officers of the party of the first part as surety, to protect said City on said guarantee for said remaining four years. All underground work including furnishing material in connection therewith to be done by City, but such work to be connected by first party to other works.

Witness our hands and seals this 26th day of February 1908

Signalphone Alarm Co
By E. H. March, Agent

City of Fort Wayne
By George Herrmann
Mayor & Hayes
Calvin H. Pirmas
The Board of Public Safety.

Milwaukee Wis February 21st 1908

The Honorable Mayor and Board of Public Safety
Fort Wayne, Indiana

Dear Sirs:-

The writer having examined your old equipment, and having conferred with our Company concerning the value of it, we enclose herewith an offer on behalf of the Signalphone Alarm Company of Two hundred fifty (\$250) Dollars, for the same, agreeing to remove at our own expense the various items consisting of fifteen old signal boxes, exclusive of telephones, fifers, bells and headquarters equipment consisting of canteen, registers, and some old style bells.

Respectfully Yours
Signalphone Alarm Co
By E. E. Salisbury
Genl Supt.

Fort Wayne Indiana. February 26th 1908

In answer the Board of Public Safety of the City of Fort Wayne, Indiana decides to accept the above offer of \$250.00 a credit of \$250.00 will be allowed on the contract price of \$6184.00 leaving a balance to be paid by the city in the sum of \$5934.00

Respectfully
Signalphone Alarm Company
By E. H. March
Agent

Proposed Specifications

For Supplying Police Alarm Equipment and Apparatus

Milwaukee, Wis. February 28th 1908

To the Honorable Board of Public Safety
of the City of Fort Wayne, Indiana

The undersigned respectfully submit a proposition for supplying a Police Alarm System equipment and apparatus in accordance with following attached specifications and to-wit:

All of the specified material equipment and apparatus we propose and agree to furnish and install in the most thorough and workman-like manner, and have the same completed and ready for operation within (90) days from date of contract for the sum of Six thousand one hundred and eighty four \$6184.00. It being understood that the City of Fort Wayne, will furnish sufficient and suitable space to properly install and operate all equipment, apparatus and instruments, to be supplied according to this proposal.

Within thirty days after notice of completion of installation of the specified material equipment and apparatus the City of Fort Wayne shall have the same inspected, and if found correct and completed in faithful compliance with the terms and conditions of the contract and in conformity with the specifications, the same shall be accepted and payment made therefor according to the terms of the contract which shall be not thirty days from date of acceptance of work. But in case inspection shall not be made within the time above mentioned, then said equipment shall be considered fully accepted and the City of Fort Wayne shall pay therefor according to the terms of contract.

It may be understood that the future price of Police Alarm instruments, of the type proposed to be supplied in accordance with this proposal shall be not to exceed Eighty Dollars each.

That all date of delivery of goods, and completion of work shall be contingent on strikes, delays of carriers and other unavoidable causes.

Apparatus manufactured by this Company is guaranteed when given reasonable care against failure by reason of deterioration from the ordinary effects of atmosphere, defective workmanship or material wear and breakage from ordinary use, and against injury from the effects

of abnormal currents or lightning.

This company will hold the City of Fort Wayne harmless against any loss whatsoever for any reason, by reason of infringement of patents, on account of the use of devices and materials furnished.

Respectfully submitted
Signalphone Alarm Company
C. E. Smith

The foregoing proposal with attached specification amply accords and the Signalphone Alarm Company is authorized to execute contract in accordance with the terms and conditions specified and submit the same to the proper authorities of the City of Fort Wayne for approval.

Switchboard and Headquarters Cabinet Specifications

One (1) four (4) circuit, submeter, substation power and storage battery switchboard and cabinet, having the necessary devices, instruments and switches for controlling and handling the power, charging and service battery currents, signal box circuits, and such other local circuits as may be required to properly handle the signal service contemplated by these specifications, and cabinet and switchboard to consist of a finely finished quartered oak desk and cabinet, upon a high back to be mounted one panel of slate of sufficient size and dimensions upon which to mount all of the instruments, apparatus and switches, required for these services, without the same being in a crowded condition. Panel to be mounted in a solid finished oak framework, securely fastened, and mounted upon the cabinet desk the whole to be located and secured fastened in such place as may be designated by the proper authorities of the City of Fort Wayne.

One (1) panel and cabinet shall be mounted in a neat workmanlike and artistic manner the batteries and a meter and switches all of which shall be wired to conveniently located wire terminals for attaching the incoming line and battery wires, all wire connections and electrically connected parts to be of high current carrying capacity.

One (1) Weston Dead Beam Volt meter, reading from 0 to 150.

One (1) Weston Ammeter reading from 0 to 1 ampere.

One (1) Double bar circuit breaking switch for controlling the incoming power current.

One (1) Set of power fuses of proper capacity to carry the current required, and to protect the instruments and switchboard.

One (1) Terminal station auto. station cut makes out, into change, for protecting circuit and battery against injury from sudden emergencies, such as arise from the effects of abnormal currents, from the reversal of polarity, or cessation of the charging current.

A sufficient number of resistance lamps for regulating the charging current to the proper E.M.F. and flow required for charging the storage batteries.

One (1) Rheostat for controlling the resistance lamps.

One (1) Multiple gang charging switch, arranged in the charging current circuit for throwing the charging current from one set of batteries to another.

Two (2) Sets of double lever switches for controlling individually each separate bank of batteries.

Four (4) Combination lightning arrestor and circuit terminal boxes cut into for controlling signal box circuits.

Four (4) Sets double line proper ampere glass covered fuses in the street box circuit.

One (1) Multiple gang circuit switch for throwing the signal box circuits from one set of batteries to another; this switch arranged to operate automatically in conjunction with the multiple gang charging switch with crank lever, and to be of the make before break type so that the normal condition of the box circuits will not be disturbed when switching.

One (1) Single lever switch arranged for switching the armature bands of the signal box circuits to test for grounds, etc.

One (1) Single lever switch for controlling headquarter ground connections.

A sufficient number of controlling lines for signalling the Chief Office patrol wagon barn, fire headquarters and such other points as may be required.

Two (2) Single lever switches for controlling local register circuits.

One (1) Single lever switch for controlling the office bell circuit.

One (1) Metallic circuit relay.

One (1) Ground circuit relay.

One (1) Multiple punch register for obtaining a permanent record of signals as received at headquarters.

One (1) Auto. ratio register paper take up reel.

One (1) Headquarters emergency telephone set with hook connection for adapting the telephone to any one of the circuits for conversation to outlying boxes and stations.

One (1) Visual signal lamp or lamp to indicate when telephone conversation is desired from the street boxes, and from other outside points.

One (1) Office signal bell to be used in place of his and church where
feasible.

One (1) Automatic time stamps, to stamp a record of the exact time
where signals are received, giving the minute, hour, day, month,
and year.

One (1) Self winding electric time clock.

One (1) Combination volt meter and ammeter being used for obtaining
the E.M.F. and flow of the charging current.

The (1) member of combination spring jack arranged
for connecting simultaneously, both the volt meter and ammeter
with any one of the service battery circuits, to obtain a proper reading
of the E.M.F. and flow of the batteries under all conditions, with
one movement of the spring jack, takes.

One (1) Spring Jack arranged to test the street box circuits for ground
escapes or other wire interruption. Jack Springs for cutting in the
volt meter and ammeter shall be full opening material with copper
contacts, and each spring Jack shall be arranged so that a reading
may be obtained on both meters simultaneously or on either meter
separately without the use of flexible cord attachment to the spring Jack.

In addition to the switchboard and instruments specified above, the
City will furnish the necessary number of cells of the best type of
Tonga batteries, divided into two sets, for properly handling the service.

Suitable battery racks shall be provided, and said batteries shall
be arranged that one set shall be charging or idle, while the other
set is furnishing the service, it being understood that the City of Fort Wayne
will furnish suitable space for properly installing the same.

One (1) Telephone set with signal bell for central fire engine house.

One (1) Signal bell for patrol bureau.

Specifications for wire for fire alarm system and line construction.

Twenty (20) miles of No. 12 B & S. gauge hard drawn tripple insulated
weatherproof copper wire with all the necessary fittings, contacts
and insulators, for properly installing the same, it being understood
that the City of Fort Wayne will obtain permission to occupy for such
purpose the necessary poles and buildings through the City,
and shall secure the necessary right of way through the Public
Highway for the wire.

All wire connections to be soldered, or made with sleeves and
properly taped, all line contacts to be screw glass and porcelain
insulators, of the very best type, Street boxes shall be mounted
on suitable back-board, and connected to main line circuit
with No. 14 rubber covered copper wire, 5a

insulated and securely fastened and to be protected ~~and~~ to a distance of at least five feet above the street level with suitable iron pipe, the top of which shall be protected with a water protecting cap or ^{fit}. Suitable and efficient protecting ground wires shall also be

Supplies, etc.

If a manual time stamp is substituted for the automatic time stamp, a reduction of \$20% may be made in the price stipulated in this proposal.

If more or less wire is required than the number of miles specified then the cost of \$100.00 per mile for #12 wire, and \$115.00 per mile for #10 wire, may be added to or deducted from the price stipulated in this proposal, for each mile of variation as the case may be.

If No. 10 is substituted for the No. 12 gauge wire, (other qualities and insulation being the same as specified,) an addition of \$15.00 per mile must be made in the price stipulated in this proposal.

In case the City of Fort Wayne desires to furnish material and install all wire, conductors, exclusive of placing street boxes and headquarters apparatus, and connecting into the same, a reduction of eight hundred & fifty (\$850.00) Dollars may be made to the price stipulated in this proposal, which is based on furnishing and installing twenty (20) miles of No. 12 wire as specified, and a corresponding reduction may also be made if price were based on running No. 10 wire.

Specifications Type No 51 Police Alarm Box. Double Door Pattern.

Forty (40) Police Signal Street Boxes, shells of heavy cast iron, coated with weather-proof enamel; brass door hinges, heavy solid brass locks, each lock equipped with two keys all keys uniform; heavy solid brass clock work mechanism, made of material which will not deteriorate from the effects of heat, cold or dampness, and treated with a coat of finish to prevent corrosion; electro-mechanism protected by a separable inner case of solid brass, the face of which is covered with heavy plate glass; mechanism protected against injury from abnormal currents and lightning.

means for transmitting dangerous electric currents from, penetrating a board metal box of the instrument, which, which upon may accidentally come in contact; signalling arrangement, which, may be operated from the outside of the box, without opening the door, which signal is known as the patrol wagon call; means for transmitting a signal for distinguishing the patrol wagon call from other signals; a metal case equipped with complete weather proof and garden every telephone; instrument mounted to withstand rough and hard usage, and to have a high current carrying capacity and means for obtaining instant telephone connection without depending on the signalling mechanism.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract entered into on the 26th day of February 1908, by and between the City of Fort Wayne, by and through its Board of Public Safety, City of the first part and the Signalphone Alarm Co., of the second part, relative to the installation by second party of a Police Telephone and Telegraph Alarm System in said City as fully set forth in the said contract be and the same in every in all things ratified and approved.

Section 2. That this ordinance to be in full force and effect on and after its passage and approval.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 24th day of March 1908 by a majority vote of all the members elected had passed the ordinance the same attached and known as General Ordinance No. 355

W. L. Sullivan

President

J. Frank Morgan

City Clerk

Presented to the Mayor for approval on the 27th day of March 1908

J. Frank Morgan

City Clerk

Approved this 3rd day of April 1908

William J. H. H.

76.1.1.1.1.1.
22.1.1.1.1.1.

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Fort Wayne Gas Company on the 27th day of March 1908.

Whereas, hereinafter on the 27th day of March 1908 the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Fort Wayne Gas Company, party of the second part entered into a contract relative to the supply and distribution of artificial gas in the City of Fort Wayne. which contract is in the following terms:

This Agreement, made this 27th day of March 1908, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the first part, and the Fort Wayne Gas Company, a corporation created under the laws of Indiana, party of the second part; witnesseth that:

Whereas, on the 2nd day of November, 1888, and as amended on the 24th day of January, 1889, the Common Council of said City duly passed an ordinance granting to the said Salomonie Mining and Gas Company, and its successors and assigns, the right privilege and authority to use the streets, alleys and public places of said City for the purpose of laying and maintaining their pipes for the supply of natural or produced gas to the inhabitants of said City under the terms and conditions therein expressed; and,

Whereas, said Salomonie Mining and Gas Company laid and maintained such pipes in said streets, alleys and public places of said City, and supplied natural gas to such inhabitants through the same until the 1st day of December 1894 when it sold, assigned, transferred and conveyed all its property, rights, privileges, easements and franchises and all rights under said ordinance to the said Fort Wayne Gas Company which is now the owner thereof, which continued to supply such natural gas until the failure thereof; and,

Whereas, by Section 16 of said ordinance it was provided as follows:

Sec. 16. And should said Company discover at any time that it cannot furnish natural gas to consumers through the lines of its pipes in said City, it shall have the right under this ordinance to manufacture, sell and deliver any other kind of gas and heating fuel at and for any price.

not in excess of the prices set out in the schedule herein contained but subject to all the other provisions of this ordinance, relating to revision, prices, sales, etc., and subject to the laws of the State and the ordinances of the City, now in force, or which shall hereafter be ordained, relating to public health or welfare.

Natural gas, and artificial or produced gas cannot be supplied at the rates in said ordinance provided, and the provisions of said section and ordinance for revision, prices, sales etc. are not applicable to artificial gas of the kind and quality herein specified;

Now, then, in consideration of the mutual and several agreements of the parties herein contained, it is hereby agreed by and between the parties hereto as follows:

1. That Section 16 of said ordinance, be and the same is, hereby amended so as to read as follows:

"Sec. 16. And should said company discover at any time that it cannot furnish ^{natural} gas to consumers through its lines of pipes in said city, it shall have the right under this ordinance to manufacture, sell and deliver any other kind of gas and heating fuel at and for any price not in excess of the prices set out in the schedule herein contained but subject to all the other provisions of this ordinance, relating to revision, prices, sales, etc., and subject to the laws of the State and the ordinances of the City, now in force, or which shall hereafter be ordained, relating to public health or welfare."

And Natural, artificial or produced gas cannot be supplied at the rates in said ordinance provided, and the provisions of said section and ordinance for revision, prices, sales etc. are not applicable to artificial gas of the kind and quality herein specified.

Now, then, in consideration of the mutual and several agreements of the parties herein contained, It is hereby agreed by and between the parties hereto as follows:-

Sec. 16. And should ^{said} company discover at any time that it cannot furnish natural gas to consumers through its lines of pipes in said city, it shall have the right under this ordinance to manufacture, sell and deliver artificial gas for fuel, heat and light, which shall be of not less than eighteen candle power and five hundred and fifty British Thermal Units and be delivered to the consumer.

at which time shall two and a half inches water pressure, but subject to the Council of the City and the ordinances of the city in any force or which shall hereafter be ordained relating to public health or safety.

2. That said pipes may and shall be connected with the artificial gas plant and pipes now owned and operated by said party of the second part, and all necessary drips, connections and attachments be made there to, and he is hereby authorized to adapt them to the proper transportation and supply of artificial or produced gas to the inhabitants of said city.

3. The party of the second part, its successors and assigns, shall supply to such inhabitants gas of not less than eighteen candle power, and not less than five hundred and fifty British Thermal Units, through such pipes and its pipes heretofore used for the supply of artificial gas, and shall have the right to charge and collect therefor the sum and price of ninety cents per one thousand cubic feet for the term of five years from the date of the passing of an ordinance ratifying and confirming this contract, and eighty five cents per one thousand cubic feet for the next succeeding five years, and no greater rate during said term; provided, that the minimum amount of charge to any consumer for any one month shall be fifty cents, which shall include meter rental and the amount due for the gas consumed during any one month shall be paid on or before the 10th day of the next succeeding month, but if any consumer shall fail to so pay for such gas within such time, an additional five cents per one thousand cubic feet may be charged and collected from such consumer for any month for which such consumer shall so fail to pay.

But it is expressly understood and agreed, that if the daily average consumption of gas in said city shall amount to 2,000,000 cubic feet for a period of four consecutive months during said period of five years, that at the end of such period of four months the price shall at once be reduced to eighty five cents per one thousand cubic feet of gas for the remainder of said period.

4. Any consumer of such gas who becomes dissatisfied with the working of the meter through which he is supplied with gas shall have the right to have such meter tested in the City of Fort Wayne in the presence of himself and a representative of said Company by a competent person to make such tests, to be selected by the said Board of Public Works.

upon said person first making a demand on said Company, its successors or assigns, and depositing with said Company the sum of One Dollar to cover the cost and expense of removing and replacing said meter in the event said meter is not found working to fault at the time of such demand, and the said sum so deposited shall be the duty of said Company, its successors and assigns, to disconnect said meter and have the same tested by the parties selected in the manner aforesaid, and if the test shall show that the meter is working to fault by two per cent, said sum of One Dollar shall be refunded to said party, and the cost of disconnecting and reconnecting said meter shall be borne and paid by said Company, its successors and assigns, But in the event that said test shows that the meter is not working to fault by two per cent, then the said sum of One Dollar shall be retained and applied to the expense of making said test and disconnecting and reconnecting said meter.

It shall be the duty of the Board of Public Works to provide the person appointed with the necessary equipment to make the test, which meter meter shall be the property of the City.

The said Company, its successors and assigns further agree that it will pay into the Treasury of the City of Fort Wayne, Indiana, within a year in monthly payments of Seventy five Dollars per month payable on the first day of each month during the time said Company furnishes gas to consumers under this contract; which money, or so much thereof as may be necessary, shall be used in defraying the expenses of the City in testing meters in the manner aforesaid, or be applied when the Board of the City of a meter and an indicator of the City if the said indicator of such an officer in authority; provided, however, that it shall be the duty of such inspectors, if so directed, to make the inspection to an authorized.

It is further agreed and between the parties to this contract that if for any reason used by any consumer of gas shall be broken for the purpose of testing the accuracy thereof, or become faulty and said meter is reconnected and replaced, then, in that case the person reconnecting the same shall have the allowance such as the meter originally had upon it.

5. It is further agreed and understood that in the delivery of gas, as herein provided for, the same shall be delivered to the consumer at not less than two and one-half inch water pressure.
6. None of the provisions in relation to the price of gas or the power or method of fixing the same contained in any ordinance

and not heretofore made by and between said City and said Company or any of its predecessors in title to the gas properties and plants now owned by it shall be applicable to artificial or free fuel gas hereafter furnished by said Company its successors or assigns, and to that extent all such provisions are hereby rescinded and repealed.

7. It is further understood and agreed that nothing herein shall be construed as changing, adding to or taking from the rights of the parties hereto as they now exist except as herein otherwise provided.

Witness our hands.

Attest
W. R. Ricker.
Clerk

The City of Fort Wayne.
By E. J. Lennon,
Henry Schwarby
Jesse Brosius
Board of Public Works

Fort Wayne Gas Company
By Henry C. Paul
Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 27th day of March, 1908, made and entered into by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part and the Fort Wayne Gas Company, party of the second part, relative to the supply and distribution of artificial gas in the City of Fort Wayne, as fully set forth in the foregoing hereto, be and the same is hereby in all things, ratified confirmed and affirmed.

Section 2. This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

2nd M. H. H. H.
We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a special meeting, held on the 7th day of April 1908 by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No. 356.

H. C. Scherer
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 9th day of April 1908

J. Frank Mungovan City Clerk

Approved this 9th day of April 1908

William J. Hoagy

General Ordinance No. 358

Enacted by the Council of the City of Fort Wayne, Indiana, for the purpose of regulating the sale of liquor to be sold in the City of Fort Wayne.

Section 1. Be it ordained by the Council of the City of Fort Wayne, that all persons or corporations, companies and associations, who sell, distribute or dispense within the limits of Fort Wayne, Indiana, any liquor, shall be required to furnish the same in accordance with the following provisions: To wit: That no person or corporation shall be allowed to sell or distribute any liquor, except in the form of a package or other container, for the purpose of retail sale, or for the purpose of being sold in any other manner, except as may be necessary to the health of the community, or for the purpose of being sold in any other manner, except as may be necessary to the health of the community, or for the purpose of being sold in any other manner, except as may be necessary to the health of the community.

Section 2. That any person or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding \$25.00.

Section 3. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and Legal Publication.

Michael Kinder

Done at the Council Chamber of the City of Fort Wayne, Indiana, on the 12th day of May, 1908.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 12th day of May, 1908, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 358.

H. C. Schiess

President

J. Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 15th day of May, 1908

J. Frank Mangovan
City Clerk

Attest this 25th day of May, 1908

Wm. J. Horn
Mayor

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General Ordinance No 359.

Introduced by John H. Welch. An ordinance regarding clairvoyance, palmistry and fortune telling, practicing their professions within the city to be licensed, as amended on May 26th 1908.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person to practice clairvoyance, palmistry, or fortune telling within the corporate limits of the City of Fort Wayne without first having procured a license from the City Controller so to do.

Section 2. Any person desiring to practice clairvoyance, palmistry, or fortune telling shall apply to the City Controller for a license so to do, giving the location or street number, and upon the payment by said applicant of the sum of One thousand Dollars (\$1000.00) into the City Treasurer, the City Controller shall issue such license for one year.

Section 3. Any person violating any provisions of this ordinance shall be fined in any sum not to exceed fifty Dollars (\$50.00) every day any person practices either clairvoyance, palmistry or fortune telling without complying with the provisions of this ordinance, shall constitute a separate offense.

Section 4. That General Ordinance No 191 "An ordinance regarding clairvoyance, palmistry and fortune tellers practicing their professions within the city to be licensed", be and the same is hereby repealed.

Section 5 This ordinance shall be in full force and effect on and after its passage and approval by the Mayor

John H. Welch.

Done at the Council Chamber of the City of Fort Wayne Indiana This 26th day of May 1908.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of May, 1908, by a majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance 359.

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U. L. Schenck
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 29th day of
May 1908

Frank Mungovan
City Clerk

Approved this 8th day of June 1908

U. L. Schenck
President

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General Ordinance No 360

Subscribed to
by the

An ordinance for prohibiting the playing of games upon the streets and providing a penalty for its violation. ..
enacted June 9th 1908.

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person or persons to play base ball, foot ball, tennis or foot ball on the streets, alleys or sidewalks of the City, and it shall be unlawful to engage in any other games or sports, upon such streets, alleys or sidewalks to the annoyance of travellers or residents thereof.

Sec 2. Any one violating any of the provisions of section 1 of this ordinance shall be fined not less than (\$5.00) and not exceeding Twenty five Dollars (\$25.00)

Sec. 3. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 9th day of June 1908

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 9th day of June 1908, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 360

W.C. Schriener
President

J Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 12th day of June 1908

J Frank Mungovan
City Clerk

Approved this 22nd day of June 1908

Wm J. Casey
Mayor

General Ordinance No 361

Introduced by
Marion Johnson

An ordinance amending sections two, eight, ten, twelve, thirteen, fourteen and fifteen of "An ordinance regulating the sale of Meats and fish: prescribing the sanitary conditions of Meat Shops, Butcher Shops, Slaughter Houses and Meat Markets, and the manner of handling meats and the carcasses of animals intended for human consumption, providing for the licensing of such places, providing a penalty for its violation, and repealing all ordinances in conflict therewith, as amended November 26th, 1907."

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that Section, 2 of said ordinance be and the same is hereby amended to read as follows:

"Sec. 2. No person, firm or corporation shall conduct a slaughter house in the City of Fort Wayne, or sell or offer for sale, dispose of, exchange, barter or give away, or with intent so to do, have in his or their possession, care, custody or control any flesh of any animal intended for human food without first obtaining a license so to do. Any person, firm, company or corporation desiring to obtain such license shall first file with the Board of Public Health a verified written application in such form as may be prescribed by such Board of Public Health, showing that such person, firm, company or corporation is prepared to conduct a slaughter house or to handle meat according to and in the manner prescribed in this ordinance. If such application shall show that such applicant is prepared to conduct a slaughter house or to handle meat according to, and in the manner prescribed in, this ordinance, and if the place of business at which the applicant intends to conduct a slaughter house or handle meats is of the kind described in this ordinance, the Board of Public Health shall grant such application and it shall be the duty of the City Comptroller to issue a license upon the receipt of such application properly signed and approved by said Board of Public Health, and upon the payment of the license fee in this section provided. The following licenses shall be paid by the respective applicants:

For conducting a slaughter house a license fee of One hundred Dollars (\$100⁰⁰) per annum

For selling meat at wholesale a license fee of Twenty five Dollars (\$25⁰⁰) per annum.

For selling meat at retail at each designated place or shop a license fee of Five Dollars (\$5.00) per annum.

For conducting a fish market a license fee of Five Dollars (\$5.00) per annum.

For selling meat from a wagon or other vehicle from each wagon or vehicle a license fee of Five Dollars (\$5.00) per annum.

Provided if a license shall be obtained to conduct a slaughter house the applicant shall have the power or authority to sell meat at wholesale without paying the additional license as above required for selling meats at wholesale.

All license shall be issued from the date of application thereof to March 1st of the following year, and thereafter the license fees provided for shall be paid annually, provided, that if such application is filed more than three months previous to the next succeeding 1st day of March, the license fee to be charged therefor up to said 1st day of March, shall be at the rates above provided for the interim of time between the making of such application and said succeeding 1st day of March.

All license issued under the provisions of this ordinance shall be conditioned that the applicant or licensee shall comply with this ordinance and the amendments thereto, and the Mayor shall have and is hereby given the power to revoke in the manner provided by law any license issued under this ordinance where such licensee shall wilfully violate any of the terms or conditions of his license, or shall wilfully do, authorize or permit to be done, any act in violation of the laws of the State or of this ordinance or any other ordinances relating to the sale of meats and fish.

Any one violating or failing to comply with the provisions of this section shall be fined in any sum not exceeding One hundred Dollars (\$100.00).

Sec. 2, That Section 8 of said ordinance be and the same is hereby amended to read as follows: "Sec. 8. All carcasses and parts of carcasses intended for human food shall, during transportation from slaughter house, abattoirs, wholesale markets or other places, be carefully covered with white canvas or other cloth so as to exclude all dust, dirt, flies or other insects, and the carcasses or cloth covering shall be kept clean by frequent washings. All wagons used in such transportation shall be kept clean and free from taints and all persons engaged in such transportation shall be clean in person and wear aprons or smocks as provided in Section 5 of this ordinance."

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Sec. 3. That Section 10 of said ordinance be and the same is hereby amended to read as follows:

"Sec. 10. The City Dairy and Meat Inspector, his assistants and other officers of the City, shall be, and are hereby, given the power to enter all places licensed under the provisions of this ordinance for the purpose of making the inspections and examinations herein provided for, and shall have the power to do any and all things that may be necessary to carry out the provisions of this ordinance, and all persons desiring to slaughter animals for the purpose of selling the flesh thereof shall, as provided in Section 1 of this ordinance, have the same slaughtered at one of the slaughter houses licensed under the provisions of this ordinance, and such cattle so to be slaughtered shall be left continuously at such slaughter house for eighteen hours previous to the slaughtering of the same, for the purpose of inspection by the Dairy and Meat Inspector unless permission in writing be given ^{for} in writing by the Inspector to slaughter such animal in a less time, and ^{and} all animals slaughtered at such licensed slaughter houses shall be first inspected by a United States Government Inspector or the City Dairy and Meat Inspector in accordance with the provisions of this ordinance and with the rules of the United States Department of Agriculture.

Section 4. That Section 12 of said ordinance be and the same is hereby amended to read as follows:

"Sec. 12. Power and authority is hereby given the Dairy and Meat Inspector and his assistants and the Sanitary Officer of the City to summarily dress with kerosene oil any animal carcasses or part or parts of such carcasses which may be found in the possession of any person licensed under the provisions of this ordinance at his or its place of business, which carcasses, part or parts or carcasses or meat is unwholesome for human consumption."

Sec. 5. That Section 13 of said ordinance be and the same is hereby amended to read as follows:

"Sec. 13. Any person, company or corporation failing to comply with or violating any of the provisions of Sections 1, 3, 4, 5, 6, 8, 9 or 10 of this ordinance, shall upon conviction to

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fixed in any way and bear their family from all such diseases
and diseases (see Sec. 15 of Ordinance No. 361)

Sec. 6. That Section 4 of said ordinance be and the same is hereby
amended to read as follows:

Sec. 4. Nothing in this ordinance shall prevent the sale of animal
carcasses or parts thereof or meat which have been shipped into
the city of Fort Wayne from any other place or places where the
slaughter houses or abattoirs are subject to inspection by the
United States Government, and such carcasses, parts thereof
or meats have been duly and properly inspected by the
inspectors of the United States Government and the fact of such
inspection stamped upon such carcasses, parts thereof or meat
but all such meats shall be subject to such inspection as to quality
and sound condition provided for in this ordinance.

Sec. 7. That Section 15 of said ordinance be and the same is hereby
amended to read as follows:

"Sec. 15. It is hereby made the duty of the Dairy and Meat Inspector
of the City of Fort Wayne and his assistants to carry out the entire
provisions of this ordinance to make the inspections herein
provided for, and to condemn and destroy the flesh of any
animals or meats which are unwholesome"

Sec. 8. That this ordinance be in full force and effect from and after
its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 23rd day of June 1908

We hereby certify, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 23rd day of June 1908
by a majority vote of all the members did pass the ordinance
hereto attached and known as General Ordinance No 361

W. B. Schrieber
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of June 1908

Frank Mungovan
City Clerk

Approved this 10th day of July 1908

Wm. J. Hosen

Ordinance No. 28th 1898
 Section 4. That if the owner or owners or their agent upon whom the notice heretofore required shall have been served fails to remove said waste as in such notice directed within three days from the time of its service, or after the last day of such notice as the case may be, said Board of Health shall order that the same be done by the proper officers or officers of their department and that the cost thereof shall be promptly reported to them. Whereupon said Board of Public Health shall certify the cost of the removal of said waste to the City Comptroller, who shall pay out of any moneys appropriated for that purpose. The Comptroller upon the payment of such claim shall present the same to the owner or owners of said lands or lots for repayment of the amount expended by the City in clearing such property, and in case that the owner shall refuse to pay the same upon demand then the amount may be recovered from said owner in an action of debt in the name of the City.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that Section 4 of said ordinance being sec. 782 of the Revised Ordinances of the City of Fort Wayne of 1901, be and the same is hereby amended to read as follows:

Sec. 4. That if the owner or owners or their agent upon whom the notice heretofore required shall have been served fails to remove said waste as in such notice directed within three days from the time of its service, or after the last day of such notice as the case may be, said Board of Health shall order that the same be done by the proper officers or officers of their department and that the cost thereof shall be promptly reported to them. Whereupon said Board of Public Health shall certify the cost of the removal of said waste to the City Comptroller, who shall pay out of any moneys appropriated for that purpose. The Comptroller upon the payment of such claim shall present the same to the owner or owners of said lands or lots for repayment of the amount expended by the City in clearing such property, and in case that the owner shall refuse to pay the same upon demand then the amount may be recovered from said owner in an action of debt in the name of the City.

Sec. 2. That Sec. 5, of said ordinance being Sec. 783 of said Revised Ordinances, be and the same is hereby amended to read as follows:

"Sec. 5. That any owner of any lot or ground within the City of Fort Wayne after notice has been served upon him or her as in this ordinance provided who shall fail to comply with the order of said Board of Public Health within three days thereafter shall be deemed guilty of a misdemeanor, and, upon conviction thereof shall be fined in any sum not exceeding Fifty Dollars (\$50.00)."

Sec. 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

D. W. B. Mayor

... .. on the 14th day of July, 1908

The Board of Trustees, of the Common Council of the City of Fort Wayne
Indiana, at a regular meeting held on the 14th day of July, 1908,
by a majority vote of all the members elect, did pass the ordinance,
to be attached, and known as General Ordinance No 362

W. L. Schinner
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 17th day of July 1908

J. Frank Mungovan
City Clerk

City of Fort Wayne, Ind. on the 17th day of July 1908

Wm J. ...

An ordinance approving and ratifying a contract entered into on the 11th day of July 1908 between the City of Fort Wayne and the Metropolitan Engineering and Construction Company for the waterproofing of the reservoir.

Whereas, on the 11th day of July 1908, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Metropolitan Engineering & Construction Company relative to the waterproofing of the reservoir belonging to said City, which contract is in the following words:

The agreement made this 11th day of July 1908, by and between the Metropolitan Engineering & Construction Company, a corporation, party of the first part, and the City of Fort Wayne, by and through its Board of Public Works, party of the second part; Whereas

That in consideration of the payment, at the time and in the manner hereinafter provided, by the party of the second part to the party of the first part, of the sum of three thousand nine hundred and fifteen dollars, the party of the first part, hereby agrees and binds itself to water proof the reinforced concrete reservoir belonging to said City and situate therein, in the following manner:

1. On the clean and dry surface of the concrete floor of the reservoir there shall first be applied with brush a priming coat of Sarsco Waterproof Coating, which coating as applied shall be thin enough to penetrate into the recesses of the concrete. This coating there shall then be mopped a heavy coat of Sarsco #6 Waterproofing, and while the material is still hot there shall be introduced a layer of eight ounce open-mesh burlap, carefully and smoothly laid down, and on this there shall be built up a waterproof mat of burlap and felt and Sarsco #6 Waterproofing in 5-fly, all thoroughly cemented and bonded together and to the concrete. After this waterproof mat has been laid, a heavy finishing coat of Sarsco #6 shall be applied with a mop and the surface sanded and ironed to a smooth finish while the material is still hot. The waterproofing mat as laid shall extend up the sloping side walls for a distance of three feet. Surface to be dried by fire partly before placing on waterproofing materials.

2. On the clean and dry surface of the concrete sloping side walls of the reservoir there shall first be applied with brush as priming coat of Sarsco Waterproof Coating, which coating as applied shall be thin enough to penetrate into the recesses of the concrete. Over this priming coating there shall then be brushed a second coat of Sarsco #6 Waterproofing, and while this material is still hot there shall be laid on a layer of 5 ply matting, which shall be thoroughly laid down and on this there shall be built up a waterproof mat of 5 ply matting and Sarsco #6 Waterproofing, in 4 ply, all thoroughly cemented and bonded together and 1/2 inch thick. After this waterproof mat has been laid a heavy finishing coat of Sarsco #6 shall be applied with a mop and the surface sandbed and ironed to a smooth finish while the material is still hot. The waterproof mat as laid shall extend up the vertical side walls for a distance of three feet and shall also be laid under and woven in with the 5-ply mat at the junction of the sloping side walls and the bottom of the reservoir. Surface to be dried by first party before placing on waterproofing materials.

3. On the clean and dry surface of the concrete vertical side walls, there shall first be applied with brush as priming coat of Sarsco Waterproof Coating, which coating as applied shall be thin enough to penetrate into the recesses of the concrete. Over this priming coat there shall then be brushed two heavy coats of Sarsco Coating, and over this there shall be applied a cement plaster coat of at least 1/4" in thickness. Surface to be dried by first party before placing on waterproofing materials. It is understood and agreed that after the water has been let out of the reservoir for the purpose of doing the above work the concrete surface is to and shall be thoroughly swept and cleaned by the party of the second part preparatory to the commencement of said waterproofing work. Except that the Sarsco sold by first party to said city and placed on said reservoir by said city as a test shall be removed by and for the city. All of said work to be so performed by said party of the first part to be done in a first class and workmanlike manner, and to be done before the same party of the first part must and shall use first class material free from defects and imperfections, and when said work is completed as herein provided the same shall be free from all leaks and said reservoir shall be absolutely waterproof and shall remain free from such leaks and absolutely waterproof for a period of five years from the date of final payment of the money to be paid the City of the first part under this contract. The facts of the first part as set out and guaranteed shall be as follows:

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It is further agreed that only materials first class and free from defects or imperfections shall be used in the performance of said work, and further guarantee, that the work when completed, and the reservoir when so completed, shall be absolutely water proof, and free from leaks, and shall remain so for said period of five years. That, of the first part for this agrees and guarantee that the cement plaster coat to be so placed on the inside of the concrete vertical side walls shall be composed of first class materials, free from all defects or imperfections and the said reservoir is now completed and said water proof bottom coat, deep, or laid off for said period of five years, and that said reservoir shall be, at the end of said period of five years, or free from leaks and as absolutely water proof as at the time of acceptance of said work by said Board, and no wear and tear, which does not permit of leakage excepted, and said such leakage is not caused by extraordinary and unusual settling and opening up of cracks in the concrete due to any such extraordinary and unusual settlement. Guarantee does not include any damage caused by the opening up of concrete for new connections, or any other improvement or change which may be made in the surface of the reservoir and which materially disturbs such work.

If during said period of five years said reservoir should leak, or be not absolutely water proof, as herein required, the party of the first part shall repair said reservoir by removing such leaks and by making said reservoir absolutely water proof as herein required, and if it becomes necessary in the carrying out of said guarantee to remove all the water from said reservoir, the party of the first part shall pay to the party of the second part the sum of Forty Dollars for each day that it is necessary to keep said reservoir empty to repair same, which sum of Forty Dollars for each of such days to be regarded and considered by the parties as a penalty for the breach by the party of the first part of its said guarantee.

The duty is to have, free use of the track or tramway to be constructed by the party of the first part for the purpose of doing said work, and the free use of all hoisting machinery and power facilities used to operate said track or tramway for the purpose of hauling dirt and material for walls to top of reservoir and for repairing of slopes, and said track or tramway to be so constructed as to be strong enough to move at least one half cubic yard of dirt over or up the incline of said reservoir. But it is understood that said

shall not use said track or tramway and said railway where the same is being used by the party of the first part for the doing of the work herein called for, and said city must furnish all labor and material necessary to operate the same when used by said City solely. Said track or tramway and said hoisting machines and power facilities to be left in working order at said reservoir for fifteen days after the completion of the work herein called for by the party of the first part unless said Board, consents to its removal.

The work to be performed under this contract by the party of the first part shall be commenced on the 10th day of August 1908, with said Board and the reasonable use and extent of the same at a later time, as which said time is to be determined by said Board, and said work shall be finished and completed as herein called for by the party of the first part within fifteen days after time of commencement of the same.

In consideration of the performance by the party of the first part of the above described work to the satisfaction of said Board of Public Works, party of the second part agrees that it shall pay to the party of the first part on the acceptance of said work by said Board the sum of Three thousand, nine hundred, and fifty dollars (\$3,950.00).

(\$3,950.00)

Part of the first part shall execute to the party of the second part a bond in the sum of Three thousand Dollars (\$3,000.00) conditioned for the faithful performance by the party of the first part of all the provisions of this contract, with a surety Company as surety to be approved by said Board of Public Works, such bond to be delivered within ten days after the execution of this contract.

Witness our Hands and Seals

Attest

A. B. Wilson

Secy

Metropolitan Engineering and Construction Company

By: Maclure Palmer. Pres.

(City of Fort Wayne)

By: E. J. Lemmon.

Attest

William F. Traubel, Clerk

Henry Schwartz

Trade Division

To Board of Public Works

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 11th day of July 1908 entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Metropolitan Engineering & Construction Company, relative to the waterproofing of the

... moved to raise fully as fully as possible in the
 ... to be and the same is hereby in all things
 ratified and approved.

Sec. 2 That the ordinance be in full force and effect
 from and after its passage and approval by the Mayor

Michael Hinder

... at the Council Chamber in the City of Fort Wayne
 Indiana on the 28th day of July, 1908

Whereas, Certify, That the Common Council of the City of
 Fort Wayne, Indiana, at a regular meeting held on the 28th
 day of July, 1908, by a majority vote of all the members that
 did pass the ordinance hereto attached and known as
 General Ordinance No 363.

W. C. Schriener
 President

Frank W. Mangrove
 City Clerk

Presented to the Mayor for approval on the 1st day of
 August 1908

Frank W. Mangrove
 City Clerk

Certified this 10th day of August 1908

Wm. J. ...
 ...

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Gen. et. Ord. case No 314

An ordinance approving and ratifying a contract entered into on the 17th day of August 1908, between the City of Fort Wayne, by and through its Board of Public Works, and the Fort Wayne and Wabash Valley Traction Company, relative to the extending of a switch.

Whereas, on August 17th 1908, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne & Wabash Valley Traction Company, relative to the extension of a switch on State Street, which contract is in the following words:

This Agreement made and entered into this 17th day of August 1908, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Fort Wayne and Wabash Valley Traction Company, party of the second part; Witnesseth

That the City of the first part, by and through its said Board of Public Works, under and by virtue of the laws of the State of Indiana, do hereby, subject to the conditions herein expressed, authorize and empower, and permission and authority is hereby given to the party of the second part, its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said City, to remove from its street railroad tracks now located on State Street, formerly known as Enswood Avenue, the two switches located between Baker and Parwell Avenues, and to place in lieu thereof and maintain one switch beginning at the present starting point on the east of the switch now so maintained at Baker Avenue, and extending west four feet hundred feet. The right to construct and maintain said switch is subject to the following terms and conditions

Said switch to be constructed, maintained and operated for such period of time as said company, has the right and power to operate the remaining portions of its street railroad system on said State Street, and to be removed by said company whenever said remaining portions of said street railroad system are removed from said street, and said company in the maintenance and operation of said switch shall be subject to all the rights, powers, privileges, duties, obligations and conditions expressed in

franchises or ordinances of the City of Fort Wayne, or agreement or grants of the Board of Council Commissioners of Allen County Indiana, which in any way effect or apply to said Company in the operation of the remaining portions of its said street railroad system on State Street.

It was understood by the parties hereto, that the placing of said switch will not leave on the south side of said State Street sufficient space for the free and easy passage on said portion of said street of vehicles, and therefore it is agreed by said Company that it will cause to be filled up such portion of said street lying south of said proposed switch as may be necessary to allow of such free and easy travel in vehicles upon said portion of said street.

Witness our hands and seals this 15th day of August 1905.

City of Fort Wayne

By: C. D. Cummins

Henry Schwartz

Jesse Brosius

The Board of Public Works

The Fort Wayne and Wabash Valley Traction Company

By: C. D. Cummins

and

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the aforesaid hereto on the 15th day of August 1905 entered into by, and between the City of Fort Wayne by, and through its Board of Public Works, and the Fort Wayne and Wabash Valley Traction Company, providing for the extension of a switch on State Street as fully set forth in the preamble here to be, and the same is hereby ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

U. S. D. C.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 19th day of August 1905.

2. Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 19th day of August 1908, by a majority vote of all the members present, did pass the ordinance hereto attached and known as General Ordinance No 364.

W. C. Schreiner
President

J. Frank & Mary Ann
City Clerk

Presented to the Mayor for approval on the 22nd day of August 1908

J. Frank & Mary Ann
City Clerk

Approved this 24th day of August 1908

Wm J. Brown
Mayor

Ordinance No 365

An ordinance providing for the construction by contract of a dike for the protection of that part of the city known as Lakeside and providing the method of payment of the costs of the construction of the same.

Whereas, heretofore the Board of Public Works of the City of Fort Wayne declared by resolution the necessity for protecting that portion of the City of Fort Wayne known as and called Lakeside by the construction of the dike hereinafter mentioned, and caused a survey and estimate of the cost of the construction of such dike to be made by the City Engineer of said City, which survey and estimate are on file in the office of the Board of Public Works of said City; Now Therefore,

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that there be constructed, by contract to be entered into by the Board of Public Works of said City a dike commencing at the intersection of the alley east of Walton Avenue with Lake Avenue, thence south in and along said alley to a point twenty feet south of the north line of lot numbered 679 in Block "B", Lakeside Park. Addition to said City thence west to the west line of Walton Avenue, thence following the line of the present dike to a point 1100 feet from the west line of said Walton Avenue said dike to be constructed in accordance with and of the materials and in the manner provided by the plans and specifications for the doing of said work as prepared by the City Engineer, and on file in the office of the Board of Public Works of said City.

Sec. 2. That the total costs and expense for doing said work including the furnishing of all materials therefor shall be assessed against the real estate to be benefited thereon. Such assessments shall be made by the Board of Public Works of said City in the same manner as is provided by law for the making of assessments in the opening, changing, laying out or vacating of streets and alleys in said City, but no part of such expense shall be charged or assessed against said City.

Sec. 3. That said dike shall be constructed by some

159

Board of Public Works, in the same manner as is provided
by an Act of the General Assembly of the State of Indiana entitled
"An Act Concerning Municipal Corporations" Approved March
6th 1905, for the opening laying out and improvement of Streets
so far as such provisions are applicable to the doing of the work
therein called for.

Sec. 4. That this ordinance be in full force and effect from
and after its passage and approval by the Mayor.

251. S. 1000

I enc. at the Common Council of the City of Fort Wayne Indiana
on the 8th day of September 1905.

We hereby certify, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 8th day of September 1905.
by a majority vote of all the members elect, did pass the ordinance
hereto attached and known as
General Ordinance No 365.

W. C. Scherer
President

J. Frank Youngman
City Clerk

Presented to the Mayor for approval on the 14th day of September 1905

J. Frank Youngman
City Clerk

Obtained this 22nd day of September 1905.

Wm. J. Henry
Mayor

General Order No 366

130
Entered by the citizens, ratifying and approving a contract entered into on the 24th day of August 1908, by and between the City of Fort Wayne and the Fort Wayne & Wabash Valley Traction Company, relative to the removal of fund and electric light wires and poles from Spy Run Avenue.

Whereas, hereafter on the 24th day of August 1908 the City of Fort Wayne, by and through its Board of Public Works and Common Council, entered into a contract with the Fort Wayne & Wabash Valley Traction Company relative to the removal by said Fort Wayne & Wabash Valley Traction Company of its street railway fund wires and its electric light wires and poles now located on Spy Run Avenue to a new location west of Spy Run Avenue which contract is as follows:

This agreement made and entered into this 24th day of August 1908, by and between the City of Fort Wayne in the County of Allen, State of Indiana, by and through its Board of Public Works and Common Council Party of the first part, and the Fort Wayne & Wabash Valley Traction Company, a corporation organized under the laws of the State of Indiana, Party of the second part; Witnesseth as follows:

Whereas, upon a petition of the citizens of Spy Run Avenue it is decided by the Board of Public Works and the Common Council that the fund wires for the electric street railway and the electric light wires and poles of the Fort Wayne & Wabash Valley Traction Company be removed from their present location on Spy Run Avenue, to a new location west of Spy Run Avenue, as shown on attached blue print marked "Exhibit A", and

Whereas, in considering to such removal of its wires and poles and expenses incident thereto, the said Fort Wayne & Wabash Valley Traction Company is entitled to definite and clear rights along the proposed new route to the same extent and for the same period of time which it is now entitled to maintain said wires and poles on Spy Run Avenue, part of which are to be obtained from the Board of Public Works and Common Council, of

of said City, and part to be obtained by residents of Spy Run Avenue, through certain private properties shown on Blue Print referred to, from, for it understood and agreed as follows:

Section 1. That the right, authority, privilege and franchise and liberty given, granted to and vested by the party of the first part in the Fort Wayne and Wabash Valley Traction Company, its successors and assigns, to construct, erect, equip, maintain and operate a line of poles, with cross-arms, and over-head wires, and to enter upon, use, occupy and enjoy, and erect, posts and poles in, upon and to string wires and maintain and operate the same throu, over and along the streets, alleys and public places specified in Section 2 of this agreement, and to place, erect, maintain and operate all other necessary fixtures and improvements for the successful maintenance and operation of said system of electric lighting, power and railways, for the public and private use of said City and the Citizens throu.

The rights, privileges and franchises, liberty and authority given and granted shall be vested in the Fort Wayne & Wabash Valley Traction Company its successors and assigns, upon the same terms and conditions and with the same right and power as, and for the same and the full period of time for and during which, the said party of the second part is now entitled to maintain and operate its trolley poles and wires on said Spy Run Avenue, under any now existing or other ordinances, grant or agreement of either the City of Fort Wayne, or the Board of Commissioners of Allen County to said Fort Wayne & Wabash Valley Traction Company or its successors in title.

Section 2. The poles and wires erected under the provisions of this contract shall be along the west curb line of Barr Street, from Superior Street to a point marked "A" on blue print attached and marked "Exhibit A" with the right to cross Barr Street at point marked "A", to the east line of Barr Street.

Also the right through "Lot 18" the property of the City and marked "C" on attached print.

Also along the alley west of Spy Run Avenue, extending from St. Marys River to the property of J. Belot, and at point marked "C" on blue print attached hereto and marked "Exhibit A".

Also along alley west of Spy Run Avenue, from point

marked "F" to "G" on blue print attached hereto and marked "Exhibit A".

Also through the property of the City known as "Lawton Park" from points marked "H" to "L" shown on blue print attached and marked "Exhibit A" with right for gas, steam and communicating wires, or sales factory, substitute therefor, at points "M" and "N".

Also a right through alley already established or about to be established at points marked "P", "Q" and "R" on blue print attached hereto and marked "Exhibit A" and extending from Elizabeth Street southward to alley south of Newbaum Avenue.

Section 3. It is the intention that this right should cover all necessary public rights for a complete line from the property of the Fort Payne & Oklawaha Valley Tractor Company on which is located its Spy Run Power House and situated between Elizabeth Street and Burgess Avenue to the intersection of Barr Street and Superior Street as shown on "Exhibit A", and the right to cross over and along any other streets or alleys which are now or may hereafter be established along the route shown on said "Exhibit A" and not specifically mentioned are hereby granted, also the right to do all necessary trimming of trees along route shown on plan attached and marked "Exhibit A".

Section 4. In order to give service to residents along Spy Run Avenue, the right is granted to carry on the poles used to carry the span wires to support the trolley wires of said company, and on either the west side or east side of Spy Run Avenue, or both if necessary, a line of two primary wires, and such secondary wires as are necessary to supply service to those residents desiring the same.

Section 5. This contract is not intended to, nor shall it be construed to, grant to said company any rights, privileges or powers, or for any longer period of time in the construction, operation and maintenance of the above described proposed route, than are now enjoyed or vested in said company in the maintenance and operation of its present poles and wires on said Spy Run Avenue, but is merely entered into to provide said company with a route, in line of said Spy Run Avenue route,

subject to all the rights, duties, powers and privileges under which said Company is now operating its said poles and wires on said Spy Run Avenue. the proposed route herein being only a substitution for said Spy Run Avenue route, and not the setting of any new or additional, not to state, than specified in Section 4 of this Contract.

Provided, however, that in consideration of the removal of said poles and wires from Spy Run Avenue to the route above specified said party of the second part, its successors assigns shall not hereafter be required to place or maintain such wires under ground unless the same shall become necessary under the reasonable exercise of Police Power.

Section 6. It is further agreed by the said Fort Wayne and Wabash Valley Traction Company that said party of the first part for said electric Street railway and said electric light wires and poles now located on Spy Run Avenue shall be by said Company removed from said Spy Run Avenue to said new location west of Spy Run Avenue as herein provided, within nine months from the ratification of this Contract by ordinance of the Common Council of said City and the delivery to said Company by the minutes of Spy Run Avenue proper written conveyance of easements from all of the owners of private property along said proposed route, duly acknowledged, under the same conditions as herein contained to construct said electric street railway and wires and said electric light wires and poles in said private property.

The City of Fort Wayne,

Attest

Wm. Becker.

Clark

By E. J. Dennis
Henry Schmitt
see Broads

Witness my hand

The Fort Wayne & Wabash Valley Traction Company

By E. J. Dennis

President

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for on the 24th day of August 1908 entered into by and between the City of Fort Wayne, by and through its Board of Public Works and Common Council, and the Fort Wayne & Wabash Valley Traction Company, relating to the removal by said Company of its street railway electric feed wires and its electric distribution and poles from their present location on Spy Run Avenue to a new location west of Spy Run Avenue be fully set forth in the foregoing table, be and the same is hereby in all things ratified and approved.

Sec 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Louis C. Langard.

Done at the Council Chamber of the City of Fort Wayne Indiana this 8th day of September 1908

It is hereby certified, That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 8th day of September 1908, by a majority vote of all the members present, did pass the ordinance herewith attached, and known as General Ordinance No 366.

W. C. Schering
President

J. Frank Munger
City Clerk

Presented to the Mayor for approval on the 14th day of September 1908

J. Frank Munger
City Clerk

Approved this 22nd day of September 1908

Wm. J. Hooper
Mayor

General Ordinance No. 36

Ordinance No. 36, passed by the City of Fort Wayne, Indiana, on the 22nd day of September, 1908.

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, shall assess a levy of \$1.00 upon each \$100.00 of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, to be made for the year 1908. That the above levy be divided as follows:

General Levy for assessed interest	\$.84
Police Pension Fund	.05
City of Fort Wayne Municipal Light Fund	.01
Police Pension Fund	.01
Police Pension Fund	.01
Municipal Electric Light Fund	.01
Market House Fund	.01
Track Elevation Fund	.01

Also that the same shall be collected from each ratepayer in the City of Fort Wayne, Indiana, according to law, a poll tax of \$2.00.

Section 2. That all taxes shall be collected in semiannual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and shall be the Mayor's duty to cause the same to be published.

Witness the Council of the City of Fort Wayne, Indiana, on the 22nd day of September, 1908.

We hereby certify, That the Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 22nd day of September, 1908, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No. 36.

W. C. Schaefer
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 28th day of September 1908
J. Frank Mangrove
City Clerk

Approved this 28th day of September 1908
Wm. J. Hoesly
Mayor

General Expenses No 368

Sept 1908

1908

(Whereas, in ratifying and approving a contract entered into by the City of Fort Wayne and the United States Cast Iron Pipe and Foundry Company, a corporation, on the 8th day of September 1901, for the purchase by said City from said corporation of iron pipe and castings for the Water Works Department;

Whereas, on the 8th day of September 1908, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the United States Cast Iron Pipe Company, a corporation, to purchase by said City of cast iron pipe and special castings for use in the Water Works Department of said City, which contract is in the following tenor:

This Agreement made and entered into this 8th day of September 1908, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the United States Cast Iron Pipe and Foundry Company, a corporation, party of the second part Witnesseth.

That the parties of the first part agree and hereby bind itself to buy, and the party of the second part agree and hereby binds itself to sell and deliver to the party of the first part the following pipe, and special castings:

Five hundred (500) or more tons of 4-6-8 or 12 inch pipe, or any or all of said size pipe, and such special castings as said Board may desire proper and necessary for the proper and necessary use of said 250 tons of pipe.

It is further agreed that said City shall pay to said party of the second part for said pipe at the rate of (\$23.00) per ton for 4 inch pipe, and \$22.25 per ton for 6-8- or 12 inch pipe, and for said special castings at the rate of 2 1/2 cents per pound, all F. O. B. said City of Fort Wayne at places of delivery.

Party of the second part to furnish all of said pipe and special castings to said City from time to time so that the delivery of all of said pipe be made in Fort Wayne Indiana not later than the 15 day of October 1908.

This further agreed and understood that said pipe and special castings shall be of the kind and material and manufactured in the manner specifically described in the specifications therefor a copy of which is attached hereto and made a part hereof, and all the provisions, requirements, terms and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection, weight, etc., are hereby made a part of this contract and binding upon the parties hereto the same as if copied herein in full except as herein changed or modified.

Witness our hands and seals this day and year first above written
The City of Fort Wayne
Attest
Mayor
City Clerk
To the Board of Public Works
The United States Cast Iron Pipe and Foundry

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 8th day of September 1908, entered into by and between the City of Fort Wayne by and through its Board of Public Works and The United States Cast Iron Pipe and Foundry Company, relative to the purchase of pipe for the Water Works Department as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor

Attest
The Board of Public Works in the City of Fort Wayne Indiana on the 22nd day of September 1908

We do hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of September 1908, in a session held in the common hall did pass the ordinance herein by us attached, and known as General Ordinance No 368.

W. C. Salvisar
President

J. Frank Mungovan

Presented to the Mayor for approval on the 3rd day of October 1908

J. Frank Mungovan
City Clerk

Approved this 4th day of October 1908

Wm. L. ...

Council Ordinance No 369

Ordinance No.
LC 369

An ordinance relating to the issuing of meat licenses

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that no person slaughtering animals for human consumption licensed by such persons, and which person is not regularly engaged in the business of conducting a slaughter house, and is not regularly engaged in the business of selling the flesh of animals for human consumption, shall be required to obtain from the City of Fort Wayne a license to sell the flesh of such animal so raised by such person, but the flesh of such animal shall be subject to such inspection as to purity and sound condition provided for in the ordinances of said city.

Sec. 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Louis C. Langford

Done at the Council Chamber in the City of Fort Wayne Indiana on the 10th day of November 1908

We Herby Certify, That the Common Council of the City of Fort Wayne Indiana at a Special Meeting held on the 17th day of November 1908, by a majority vote of all the members did pass the ordinance hereto attached and known as General Ordinance No 369

W. C. Schriener
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 20th day of November 1908

Frank Mungovan
City Clerk

Approved this 24th day of November 1908.

Wm. J. Harvey
Mayor

1800

That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

Sec 1 That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

Sec 2 That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

Sec 3 That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

Witness my hand and seal this 1st day of December 1808

That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

W. C. Harrison
Clerk

J. Frank Manger
City Clerk

Presented to the Mayor for approval on the 16th day of December 1808

J. Frank Manger
City Clerk

That the Council of the City of Fort Wayne, Indiana, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk.

William J. Harrison

20. 1. 1908. No. 27.

That it be and it is hereby ordained by the Board of Public Works of the City of Fort Wayne, Indiana, that it shall be unlawful for any person or corporation to obstruct or cause to be obstructed, the channel of any river or other natural water course within the limits of the City of Fort Wayne, so as to in any manner interfere with the free passage of water through the channel of such river or other natural water course, and it shall be unlawful for any person or corporation to place, or cause to be placed in the channel of any river or other natural water course any obstruction or thing whatever, so as to in any manner cause the water in the channel of such river or water course to leave or flow therefrom.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, That it shall be unlawful for any person or corporation to obstruct or cause to be obstructed, the channel of any river or other natural water course within the limits of the City of Fort Wayne, so as to in any manner interfere with the free passage of water through the channel of such river or other natural water course, and it shall be unlawful for any person or corporation to place, or cause to be placed in the channel of any river or other natural water course any obstruction or thing whatever, so as to in any manner cause the water in the channel of such river or water course to leave or flow therefrom.

Sec. 2. Whenever any person or corporation shall place or cause to be placed, in the channel of any river or natural water course any obstruction or thing whatever in violation of Section 1 of this ordinance, he or it shall remove such obstruction or thing whenever required so to do by the Board of Public Works of said city within such reasonable time not exceeding thirty days nor less than five days as he or it may be required so to do by written notice from said Board.

Sec. 3. Any person or corporation refusing or failing to comply with the requirements of Section 2 of this ordinance, or failing or refusing to comply with the requirements of any notice given by the Board of Public Works of said City as provided in said section 2, shall be fined in any sum not exceeding \$100.

Sec. 4. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Attest: _____

Done at the Council Chamber in the City of Fort Wayne Indiana on the 22nd day of December 1908.

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 22nd day of December 1908, by a majority vote of all the members

51
Did pass the ordinance herewith attached and known as
General Ordinance No. 371.

W. C. Schiever
Witness

J. Frank Mangrum
City Clerk

Presented to the Mayor for approval on the 29th day of
December 1908

J. Frank Mangrum
City Clerk

Approved this 8th day of January 1909

W. C. Schiever
Witness

General Ordinance

An ordinance approving Railroad Track Elevation Resolution No. 1
adopted by the Board of Public Works of the City of Fort Wayne
December 3rd 1908, and ratified and confirmed by said Board on
December 29th 1908, as amended and modified on the said 29th day
of December 1908 together with amendments thereto by said Board of
January 12th 1909.

Section 1. Be it ordained by the Common Council of the City of Fort
Wayne that Railroad Track Elevation Resolution No. 1, adopted
by the Board of Public Works of said City of Fort Wayne on December
3rd 1908, and by said Board on December 29, 1908 confirmed and
approved as amended on the 29th day of December 1908, together
with the amendments thereto by said Board of January 12, 1909, be,
and the same is hereby, in all things ratified, confirmed and
approved.

Section 2. That this ordinance be in full force and effect on
and after its passage and approval by the Mayor
W. C. Schiever

Done at the Council Chamber of the City of Fort Wayne Indiana
on the 12th day of January 1909

Mr. Robert Smith, that the Common Council of the City
of Seattle, Washington, at a regular meeting, held on the 12th
day of January, 1909, by a majority vote of all the members
present, but his solicitor was however attached, and passed
the General Ordinance, No. 372.

W. L. Smith
Secretary

Frank Mangum
City Clerk

Received of the Mayor for approval on the 16th day of
January 1909

Frank Mangum
City Clerk

Approved this 22nd day of January 1909

Wm. J. Brown
Mayor

... that he will faithfully comply with and carry out the terms and stipulations on his part to be performed, contained in this contract and...

Witness our hands and seals the day and year first above written,

	City of Fort Wayne
13.	E. J. Lawrence
11. 12.	John W. Schenck
W. C. Schenck	James Francis
City Clerk	Its Board of Public Works.

Burton McKinley.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract entered into on the 22nd day of December 1908, by and between the City of Fort Wayne, by its Board of Public Works and Burton McKinley, providing for the removal of all kitchen garbage from said City, be and the same be confirmed, ratified and confirmed.

Section 2. That this ordinance be and the same be confirmed, ratified and confirmed after its passage and approval by the Mayor.

Witness at the Council Chamber of the City of Fort Wayne Indiana on the 26th day of January 1909.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of January 1909, by a majority vote of all the members elected, did pass the ordinance hereto attached, and known as General Ordinance No 373.

W. C. Schenck
President

J. Frank Mangovan
City Clerk

Presented to the Mayor for approval on the 29th day of January 1909.

J. Frank Mangovan
City Clerk

Approved this 8th day of February 1909.

Wm. J. Hasey

155

General Ordinance No 374

Introduced by, Philip H. Wyss, An ordinance, offering and satisfying a contract entered into on the 22nd day of December 1908, by and between the City of Fort Wayne and Reginald Mc Keeley, providing for the removal of garbage.

Section 1. Whereas, heretofore, on the 22nd day of December 1908 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Reginald Mc Keeley for the removal of kitchen garbage, and other matters, during the year 1909, which contract is as follows:

This agreement made this 22^d day of December, 1908 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Reginald Mc Keeley, of the City of Fort Wayne, party of the second part, well to wit:

That for the consideration hereinafter expressed, that party of the second part shall, and hereby agrees to collect and remove all kitchen garbage, tin cans, broken dishes and glassware, during the year 1909, from the lot described in the last table numbered four, referred to and mentioned in the official specifications adopted by said Board for the removal of such garbage, which specifications are on file in the office of said Board and are, for identification, signed by the parties hereto, such kitchen garbage, tin cans, broken dishes and glassware to be collected and removed in accordance with and as provided by such specifications, above referred to, which are hereby made a part of this contract and all the conditions, terms and provisions of said specifications shall be complied with and performed by the parties hereto, the same as if such specifications and the provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed, the party of the first part agrees to pay to the party of the second part the sum of \$4000 said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during each month, less such deductions as the said Board of Public Works may be authorized to make under said specifications.

It is further agreed by the parties hereto that this contract shall not be by party of second part assigned, in whole or in part without the written consent of said Board of Public Works and the second party shall, and hereby agrees, to furnish

a bond in the sum of \$5000 to be approved by the Board of Public Works, conditioned that he will faithfully comply with and carry out the terms and stipulations on his part to be performed, contained in this contract and all its specifications.

Witness our hands and seals this day and year of 1909.

Attest
J. H. Becker

City of Fort Wayne
By G. L. Pearson
Hon. & Char. W. McRiley
Jesse Brown
At Board of Public Works

Respectfully
Resistant McRiley

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into on the 22nd day of December 1908 by and between the City of Fort Wayne, by and through its Board of Public Works, and Reginald McRiley, providing for the removal of all kitchen garbage from within the city and forth in the preamble hereto, be and the same is hereby approved, ratified and confirmed.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Given under the

Hand at the Council Chamber in the City of Fort Wayne.
Indiana on the 26th day of January 1909

We hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 26th day of January 1909, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance 374.

W. C. Schreiner

President

J. Frank Mangrove,
City Clerk

Presented to the Mayor for approval on the 27th day of January 1909

J. Frank Mangrove
City Clerk

Approved this 8th day of February 1909

Wm J. Carey

157

General Order No. 75

Introduced by
John H. Welch

An ordinance approving and ratifying a contract entered into on the 22nd day of December 1908, by and between the City of Fort Wayne and David M. Winburn providing for the removal of garbage.

Section 1. Whereas, heretofore, on the 22nd day of December 1908 the City of Fort Wayne, by and through its Board of Public Works, (hereinafter referred to as the "Board") entered into a contract with David M. Winburn for the removal of kitchen garbage, and other matter, during the year 1909, which contract is as follows:

This agreement made this 22nd day of December 1908 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and David M. Winburn of the City of Fort Wayne, party of the second part, witnesseth:

That for the consideration herein after expressed, the parties of the second part shall, and they agree to collect and remove all kitchen garbage, tin cans, broken dishes, and glassware during the year 1909, from the territory described in Districts numbers one and three referred to and mentioned in the official specifications adopted by said Board for the removal of such garbage, which specifications are on file in the office of said Board, and are for identification, signed by the parties hereto, such kitchen garbage, tin cans, broken dishes and glassware to be collected and removed in accordance with such as provided by such specifications as are referred to, which are hereby made a part of this contract, and all the provisions, terms and conditions of said specifications shall be complied with and be found by the parties hereto, the same as if such specifications and the provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed, the party of the first part agrees to pay to the party of the second part the sum of \$1795.00 said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during each month, less such deductions as the said Board of Public Works may be authorized to make under said contract.

It is further agreed by the parties hereto that this contract shall not be by party of second part assigned, in whole or in part without the written consent of said Board of Public Works.

... the second party shall, and hereby agrees, to furnish a bond in the sum of \$1000.00 to be approved by the Board of Public Works conditional that he will faithfully comply with and carry out the terms and stipulations in his part to be performed, contained in this contract and a bill of specifications.

Witness our hands and seals this day and year first above written

Attest
J. M. Becker.

City of Fort Wayne
by, C. J. Lennon
Henry Schwab
Jesse Brown
Its Board of Public Works

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into on the 22nd day of December 1908, by and between the City of Fort Wayne, by and through its Board of Public Works and David M. Winburne, providing for the removal of all kitchen garbage from said City as fully set forth in the preamble hereto, be and the same is hereby approved, ratified and confirmed.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

... at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of January 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of January 1909, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 375.

W. C. Schivier
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 29th day of January 1909

J. Frank Mungovan
City Clerk

Approved this 8th day of February 1909
Wm. J. Hanning

An order was approving a contract entered into on December 29th 1908, by the Board of Public Works and the Ford Wayne Electric Works for the purchase of electric machinery.

Whereas, on December 29th, 1908, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne Electric works for the purchase of electric machinery, which contract is as follows

-Jost Hayne Electric Works

Execution officer, Fort Wayne Indiana

Dated at Fort Wayne Ind. Dec. 21st 1908.

To Board of Public Works, City of Fort Wayne (as operator of the purchaser) Richmond, Ind.

The First Wayne Electric Works (hereinafter called the Company) hereby submits the following proposal to furnish the electrical apparatus, set forth in the following schedule, for the sum hereinafter named. F. O. B. Schenectady N. Y.

We agree to hold the purchaser harmless and indemnified against all sums which the purchaser shall be adjudged to pay in all suits brought against the purchaser alleging infringement of patents by the use of the apparatus herein set forth. The purchaser shall be given immediate written notice of said suit, and permission through our counsel to defend the same and, provided further that the purchaser is not in default in his payments.

not to violate or infringe any of the patents relating to any of the apparatus described herein, which Patents we control or under which we have the right to manufacture or sell such apparatus.

We guarantee the apparatus to be the full capacity as rated and agree to be not in default when it breaks in the same in thirty days from the starting thereof, provided we receive immediate written notice thereof, and, provided the apparatus is normally and properly used.

It is understood and agreed that the title and right to the immediate possession of any and all property named herein or hereinafter, shall remain in the said buyer until the purchase money herein after named is paid in full. If notes or warrants are given said notes or warrants are not to be considered as payment, but only as evidence of indebtedness; and the

of said property or any part of it to or in any building by nailing, bolting or in any manner whatsoever, shall not be considered as converting it to real estate or any part of it a part of the realty; but all of it shall be considered as personal property until fully paid for.

In case of default in any of the payments hereafter provided for, the First Mortgage Electric Works may repossess itself of any of the above mentioned property, who never found and shall not be liable in any action at law on the part of said purchaser for such reclamation of its property, nor for the repayment of any money or moneys which have been paid by said Purchaser in part payment for said apparatus or equipment.

It is further understood and agreed that the apparatus herein specified shall be at the risk of the Purchaser from its delivery by the Company on board cars at point of shipment (unless otherwise specified); but it is agreed that the Company shall insure said apparatus or plant against damage or loss by fire for its full selling price as herein after stated, until, but not after the Company shall have been paid in full hereunder, for the benefit of itself and Purchaser, as their interests may appear; and the Purchaser agrees to pay the Company for premium for such insurance one-fourth of one per cent, on the total amount insured for each three months or fraction thereof after the delivery of said apparatus on board cars at point of shipment.

It is further understood that we will not be held responsible for delays occasioned by strikes, storms, accidents, fires or other causes beyond our control.

There are no understandings, promises or agreements on your part or ours outside of this proposal which consists of this sheet and the schedules attached hereto together with the terms conditions and limitations therein contained.

This proposal must be approved by one of the executive officers of the Company.

Schedule of Alternating Current Motors.
Quantity 1. Type M. Frame 6. Frame 14, Pole 8, H.P. 85,
Speed 870, Valtz 2080, Freq/60, Phase 3, Sliding Base No.
Culley No. Compensator with.

The above motor is of the vertical type with special base designed to fit your present pump base on which the direct current motor is mounted.

The shaft will be the proper length and dimensions to fit the coupling to be supplied by the purchaser.

Supplement

We agree to make the present of the above apparatus
in six (6) weeks from receipt of order and full data at the
following

Each belted motor will be provided with sliding base and standard
pulley, unless otherwise specified.

Each motor for direct coupling will be furnished with motor shaft, but
without sliding base or couplings, unless otherwise specified.

We do not agree to furnish brick or stone foundations, or foundation
bolts, but will furnish approved outside mounting base dimensions.
The purchaser is to furnish the necessary power of proper frequency,
phase and voltage, to drive the motors.

At the request and expense of the Purchaser the Company will furnish
a competent expert to supervise the installation of the Motor
put it in proper operation, and give the attendant, selected by the Purchaser
all necessary instructions for operating the same at the rate of (\$5.00)
per day, to which will be added all necessary traveling and living
expenses, for a period of ten days. The time to date from and
include the day of expert's departure from Home Office of the
Company until, and including, the day of his return to the
Home Office. It is understood Purchaser is to furnish all
common labor for the installation of the above apparatus. Should
the Purchaser require the services of expert for a longer period
than above stated, a charge will be made for such extra service
at \$5.00 per day and all expenses.

Paid and

The sum of Eight hundred and eighty five Dollars (\$885.00)
and payable as follows:

50 per cent cash payable by sight draft attached to bill of lading

40 per cent cash thirty days from date of bill of lading

10 per cent cash sixty days from date of bill of lading

Fort Wayne Electric Works

By J. E. Hall. E.E.M.

Acceptance of Proposal.

Dec 29

1905

To the Fort Wayne Electric Works, Fort Wayne, Indiana

We hereby accept your above proposal for supplying Electrical
Apparatus and agree to settle for same in accordance with
the terms stated herein
Walter

Witnessed.

E. J. Lerner.

Henry Schwartz

Grace Brosius

Board of Public Works

To whom a proposal and acceptance is hereby fully ratified and approved by us at Fort Wayne, Indiana, this 11th day of January 1909.

Fort Wayne Electric Works

By: D. C. Daines, Asst. Comm.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on December 29 - 1908, entered into by the City of Fort Wayne by and through its Board of Public Works, and the Fort Wayne Electric Works for the purchase of electric machinery as fully set forth in the preamble hereto be and the same is hereby ratified and approved.

Sec. 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor

Marion R. Johnson

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of January 1909

We hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of January 1909, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 376

W. C. Schiwer

President

J. Frank Mangovan

City Clerk

Presented to the Mayor for approval on the 29th day of January 1909

J. Frank Mangovan

City Clerk

Approved this 3rd day of February 1909

William J. Hoey

Mayor

163

General Ordinance, No. 377.

That the said Commission with the said Comptroller be and they are to pay the said sum of
 \$1000.00 to the Light Department for the said lighting service.

Sec. 1. Be it ordained, by the Common Council of the City of Fort Wayne,
 Indiana, that the Comptroller be and he is hereby authorized and directed to
 pay to the Electric Light Department out of the money appropriated
 to the account of lighting public streets the sum of Fifty Thousand Dollars
 for as much as is needed in the said fiscal year ending on the 1st of
 January in the next ensuing calendar year.

Sec. 2. That this ordinance be published for and after its passage and approval by the Mayor.
 J. W. Webb.

Done at the Council Chamber on the 10th day of February 1909
 in the City of Fort Wayne Indiana

We hereby certify That the Common Council of the City of Fort
 Wayne, Indiana, at a regular meeting, held on the 7th day of
 February 1909, did pass the ordinance of the number stated hereon, the
 order and contents attached and preserved as
 General Ordinance No 377

W. L. Johnson

Treasurer

Frank W. Mangum

City Clerk

Received of the Mayor of the City of Fort Wayne on the 15th day of February 1909

Frank W. Mangum
 City Clerk

Attest and this 15th day of February 1909

W. L. Johnson

Contract No. 578

Witnesseth that on the 4th day of February 1909, the City of Fort Wayne and the Wm. Raugh Coal Company, parties to the following contract, entered into the following contract:

Whereas heretofore on the 4th day of February 1909, The City of Fort Wayne entered into a contract with the Wm. Raugh Coal Company, providing for the purchase of a year's supply of coal by said City from said Company for its No. 2 Pumping Station, which contract is in the following words:

This agreement made this 4th day of February 1909 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Wm. Raugh Coal Company, party of the second part, Witnesseth:

That in consideration of the purchase by said City from the party of the second part of its year's supply of coal to be used at its No. 2, Pumping Station from the 1st day of January 1909 to the 31st day of December 1909, in the manner hereinafter provided, the party of the second part hereby agrees to furnish to said City during said period of time such quantity as said City may desire of the following described coal, and for the price set opposite the same respectively:

Kind of Coal

Price F. O. B. Mine

Attaburn No. 8. Mine Run.	\$.95
" " " 3/4 Lump	1.00
Cambridge Mine Run.	.95
" " 3/4 Lump	1.00
Hocking Mine Run.	1.05
" " 3/4 Lump	1.15
Fairmount West Va. Mine Run.	.80
Kanawha. " " Gas Mine Run.	.85
Kanawha. Cabin Creek Splint	.85

Said City to buy from said Company all of the coal used by it at its said No. 2, Pumping Station during said period of time, so long as the kind, quality and quantity is satisfactory to said Board, and the same to be shipped and billed on flat bottom cars direct from the mine to said City at its said Pumping Station on the New York

14515
The City of Fort Wayne
by E. J. Lewis
Jesse Brinsford
Jesse Brinsford
St. Board of Public Works

Wm. H. Hough, Coal Company
by Wm. Hough

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereinafter mentioned, made on the 14th day of February, 1909, entered into by and between the City of Fort Wayne, Indiana, through its Board of Public Works and the Wm. Hough Coal Company, as fully set forth in the printed form, be and the same be hereby ratified and approved.

Section 2 That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Michael Bender

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 23rd day of February 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 23rd day of February 1909, by a majority vote of all the members elected, did pass the ordinance herewith attached and known as General Ordinance No 378

W. C. Schrier
President

Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 26th day of February 1909

Frank Mangrove
City Clerk

Approved this 1st day of March 1909

Wm. J. Avery
Mayor

Subsided by C. A. Wyss, Jr., consulting the speed and operation of boat and
R. H. Wyss, Suburban Electric Co.

Section 1. Vest obtained by the Common Council of the City of New
 York. That it shall be unlawful for any person, or corporation to
 sound, or permit or allow to be sounded, any whistle of any kind
 or instrument, electric or otherwise, within the limits of said City, unless it
 be necessary so to do to prevent an accident which otherwise
 could not be averted.

Section 2. That no person or corporation shall own, operate or
propel or allow or permit to be owned, operated, or propelled, any
street or surface on which it can, on any road, highway, street or
avenue, any street, alley or public place at a greater speed than
eight miles per hour.

Section 3, Any person or corporation, violating any provision of this ordinance, shall on conviction, be fined, in any sum not exceeding One hundred dollars, or be liable to the same fine and costs.

Barbours - That this order is to close to me full force and effect from and after the passage, although by the Mayor and Council.

Done at the Court of Chancery in the City of Philadelphia, Indiana, on
the 4th day of March, 190

We hereby certify, That the Common Council of the City of Fort Payne, Alabama at a regular meeting, held on the 4th day of March, 1899, by a vote of all the members did pass the following certificate attached and Resolved as General Ordinance.

H. C. Schinner
(President)

to Frank Menzies
Lilly Clark

Presented to the Mayor for approval on the 12th day of March 1909

J. Frank Munroe

Approved this ^{22nd} day of March

Am. J. Foreign

General Ordinance No 380

Let it be enacted by
The Mayor and
City Council of
the City of Fort Wayne,

An ordinance prohibiting the tapping of, or making connections with, any public sewer or drain by any person other than the City Sewer Inspector, prescribing the manner of making such connection and the material with which such connections shall be made and providing a penalty for the violation thereof.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that no person other than the City Sewer Inspector shall tap into, or make any connection with any public sewer or drain within the City of Fort Wayne.

Sec. 2. That any person desiring to tap into any public sewer or drain or to connect any private drain with any such public sewer or drain, shall apply in writing to the Board of Public Works of said city for a permit to connect such private sewer or drain with such public sewer or drain and after the payment by said applicant to the Comptroller of such city of the sum of \$1.00 and after the City Sewer Inspector has tapped such public sewer or drain as in the next section provided, such person may connect such private sewer or drain to such public sewer, or drain at the point so tapped by said City Sewer Inspector.

Sec. 3. That upon the payment to the Comptroller of the sum of \$1.00 as in section 2 provided and upon such applicant removing earth for the making of such connection the City Sewer Inspector shall cause such public sewer or drain to be tapped and shall place at the expense of the city therein a connection or collar of a suitable and proper kind to be specified and approved by the Board of Public Works of said city, but no person shall connect such private sewer or drain to the collar or connection so placed by such City Sewer Inspector unless he be a Sewer Builder licensed by the City of Fort Wayne.

Sec. 4. That any person who shall violate, or fail to comply with, the provisions of this ordinance shall be fined in any sum not exceeding \$100.00 and not less than \$10.00. Any license granted to such person to build

severed, and such City shall be by the Mayor revoked and canceled for such violation or failure

Sec. 5. That none of the provisions of this ordinance shall repeal or be construed as repealing, any of the provisions, terms or requirements of General Ordinance No. 31 of said City other than those that are in conflict herewith, but the requirements of this ordinance shall be deemed and taken as cumulative to the terms, requirements and provisions of said General Ordinance No. 31

Sec. 6. That this ordinance be in full force and effect on and after its passage, approval by the Mayor and legal publication.

J. W. Bourgar,

Done at the Council Chamber in the City of Fort Wayne Indiana this 9th day of March 1909.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 9th day of March 1909, by a majority vote of the members elect, did pass the ordinance herewith attached, and known as General Ordinance No. 380.

W. C. Schivier
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 15th day of March 1909

J. Frank Mangrove
City Clerk

Approved this 25th day of March 1909.

Wm. L. Harrison
Mayor

Deed of Conveyance 7/10 381

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and Olds Coal Company on the 7th day of February 1909 relative to the purchase of said City of Coal.

Witnesseth that on the 7th day of February 1909 the City of Fort Wayne, entered into a contract with the Olds Coal Company providing for the purchase of two thousand tons of coal by said City which contract is in the following words:

This agreement made this 7th day of February 1909 by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and Olds Coal Company party of the second part Witnesseth.

That the party of the second part agrees to hereby bind itself to sell and deliver to the City of Fort Wayne, two thousand tons of Ohio run, pea and slack coal, to be delivered in approximately even quantities monthly from the 1st of January 1909 to the 31st day of December 1909 as the party of the first part may from time to time direct and in the manner hereinafter provided and in consideration of which the party of the first part agrees to, and hereby binds itself, to pay to the party of the second part the sum of Sixty cents for each ton of coal so sold and delivered to said City. In case during said year the quality of said coal and the quantities thereof delivered are satisfactory to said Board of Public Works said City may discontinue the further purchase of any of such coal and the same is to be shipped and billed direct from the mines to said City at its said Municipal Lighting Plant over the Lake Shore and Michigan Southern Railroad or dump cars but if said party of the second part shall ship such coal on flat bottom cars they are to pay the cost of unloading such coal from such flat bottom cars.

Said City to pay the freight on all coal so purchased by it and it is understood and agreed that the freight rate for the same shall not exceed \$1.25 per ton but if lower freight rates can be obtained by party of the second part then said City shall pay no more than the actual freight rates so obtained but the freight

rates over and above said \$125 per ton shall be paid by the party of the second part unless the freight from the Hocking district is advanced in like manner where such an advance in freight shall be paid by party of first part.

It is mutually agreed between the parties hereto that payments by the first party shall be made to second party on or before the 15th of every month upon invoice weights on all coal delivered as aforesaid during the month of January through the month of December. The strict performance of this contract by the party of the second part, and the prompt delivery of coal from one car at said mines as aforesaid shall be subject to delays occasioned by strikes, accidents and other unavoidable temporary casualties in the operation of said mines, and want of car supply, and failure of railway companies to deliver and place cars at the mines for loading, or other causes beyond the control of the said party of the second part.

It is further agreed between the parties hereto that after the delivery of said coal on board of cars of said party of the second part, and freight at request of the first party, and as the agent of the party of the first part, will use its best endeavors with our carriers to transport said cars of coal delivered as aforesaid, billed and sent forward promptly to destination.

The prices made in this contract are based upon the present mining rate and shall advance or decline as said rate of mining may advance or decline during the period of this contract.

This contract shall not be binding or take effect until the second part shall execute to the party of the first part a bond in the sum of \$3000, with sufficient surety thereon to be approved by the Mayor and City Comptroller of party of the first part, and conditioned for the faithful performance by party of the second part of all terms, conditions and agreements herein to be performed by it and until this contract has been ratified and approved by the Common Council of said city.

Witness our hands and seals this 9th day of February 1909.

The City of Fort Wayne, by
 E. J. Lemmon
 Henry Schwartz
 James Brocius
 Its Board of Public Works

Attest
 L. C. McCaskey
 Acting Clerk

Olds Coal Company
 vs. E. & B. Co. Mgrs.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 17th day of February 1909, entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Olds Coal Company, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

J. M. Henry

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of March 1909

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of March 1909 by a majority vote of all the members elect, did pass the ordinance hereto attached and known as
 General Ordinance No 381.

W. C. Schuier
 President

J. Frank Mangovan
 City Clerk

Presented to the Mayor for approval on the 29th day of March 1909

J. Frank Mangovan
 City Clerk

Approved this 7th day of April 1909

Wm. J. Hovey
 Mayor

173

General Ordinance No 382

An ordinance amending Section 22 of an ordinance entitled "An ordinance regarding the inspection, authorizing the condemnation, if unwholesome, and regulating the sale of milk and cream; requiring persons engaged in the sale of the same to obtain a license so to do; providing for the employment of a Dairy and Meat Inspector; providing for persons and duties; providing a penalty for its violation, and repealing all laws in conflict with the same as amended August 27th 1907" and adopted August 27th 1907 and being General Ordinance No 382.

Section 1 Be it ordained by the Common Council of the City of Fort Wayne that Section 22 of said ordinance be, and the same is hereby amended to read as follows.

Section 22. That any person firm or corporation failing to comply with, or violating any of the provisions of Section one of this ordinance shall upon conviction be fined not less than Ten Dollars (\$10.00) nor more than One Hundred Dollars (\$100.00).

Section 2 That this ordinance be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of March 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of March 1909 by a majority vote of all the members elected, did pass the ordinance herewith attached and known as General Ordinance No 382

W. C. Schriener

President

Frank Mangovan

City Clerk

Presented to the Mayor for approval on the 27th day of March 1909

J. Frank Mangovan
City Clerk

Approved this 7th day of April 1909.

Wm J. Hasey
Mayor

General Order No 383

On and between the City of Fort Wayne by and through its Board of Public Works and the American Bonding Company of Baltimore, on the 13th day of March 1909.

Whereas, heretofore on the 13th day of March 1909 the City of Fort Wayne by and through its Board of Public Works, entered in to a contract with the American Bonding Company of Baltimore which contract is in the following words:

This agreement made this 13th day of March 1909 by and between the American Bonding Company of Baltimore party of the first part and the City of Fort Wayne party of the second part by and through its Board of Public Works Witnesseth:

Whereas on the 7th day of May 1898 said City by and through its said Board entered into eight contracts with the Alcatraz Construction Company calling for the construction by said Company of asphalt pavements on the following streets: Highland, Woodward, and Gringstone Avenues and Duffield 4th Avenue and Louisiana Streets, three of which contracts refer to as many portions of said Gringstone Street and the remaining five contracts referred to one of the remaining five streets above mentioned respectively and on the 22nd day of July 1898 entered into three further contracts calling for the construction by said Company of asphalt pavements on Fairfield Avenue, High, and Cass Streets in said City, said contracts covering improvements Resolutions Nos 124, 126, 127, 129, 130, 131, 132, 133, 146, 147, and 148, and,

Whereas on said 7th day of May and on said 22nd day of July said Alcatraz Construction Company executed to the City of Fort Wayne, in accordance with the provisions of said contracts, its above bonds, conditioned that if the said Alcatraz Construction Company should faithfully perform and fulfill all the requirements of the warranty and guarantee contained in each of said contracts and make all repairs required under said guarantees and in the manner therein provided for then said bonds should be null and void otherwise to be in full force and effect, and where bonds were executed by the party of the first part, under the name of the

American Bonding and Trust Company of Baltimore, Md. as surety for said Alcatraz Cement Construction Company and, to wit, that, among other things, provided in each of said contracts, that the Alcatraz Cement Construction Company guarantee to also guarantee the rest of the pavement and curbs and sidewalks of the streets and crossings which may occur at any time within ten years from the date of the final acceptance and acceptance of the said work, and the same work and guarantee that the material used in said work and the work itself shall be such that and shall be in as good condition at the expiration of ten years from the date of the final estimate as when accepted by the Board except as to material wear which cannot to exceed one-fourth inch in five (5) years nor more than one-half inch in ten (10) years from its original thickness and should it be found necessary to replace 40 per cent or more of any section of the street with new material any time during the ten years under this guarantee, the entire section so shown to be resurfaced. It is further agreed by said first party (said Alcatraz Construction Company) that if one street becomes out of repair in some portion of any condition covered by said guarantee, that said first party (said Alcatraz Construction Company) will upon notice from said second party (said city) make such repairs and in case of failure so to do within ten days from service of said notice said second party (said city) shall have the right to purchase said material as it may deem necessary and to employ such persons as it may deem proper, undertake and complete said repairs restoring the road to the condition of said first party (Alcatraz Construction Company) and the services on the contract and Bond jointly and severally" and,

Whereas all of said streets were at the expiration of the ten year guaranty and maintenance period in such condition that it will be necessary to make many repairs thereon in order to have the same comply with, and be of the kind mentioned in said provisions of said contracts above set out, and,

Whereas said city served due notice upon said Alcatraz Construction Company and upon said American Bonding Company of Baltimore, the party of the first party, as required by said contracts and each of them, to make said repairs and more than ten (10) days

has elapsed since the serving of such notice; and said Aleatras Construction Company has failed and refused to make any repairs upon said streets or any of them as said contracts and each of them require; and,

Whereas said City has threatened and is about to institute proper and necessary actions on each of said bonds to recover from said Aleatras Construction Company and the party of the first part the amount it claims is due to it by reason of said violation of and failure to comply with, said provisions of said contracts on the part of said Aleatras Construction Company; and,

Whereas it is by the parties thereto desired that said difference may be mutually settled and adjusted without the costs and annoyance of litigation, Therefore,

In consideration of the mutual covenants and agreements herein contained, it is by the parties hereto agreed,

1. That the party of the first part shall pay to the party of the second part the sum of fifteen thousand five hundred Dollars within ten days after the approval by the Mayor of said City of an ordinance of the Common Council of said City approving this contract
2. That the party of the second part hereby forwar and completely releases the party of the first part and the Aleatras Construction Company from and discharges all liability, of any kind whatever, growing out of, or in any manner connected with, the contracts and bonds mentioned and returned to in the foregoing and relieves and releases said party of the first part and said Aleatras Construction Company from the making of any further repairs on, or the further maintenance of, any of the streets in said contracts referred to and from the payment of any money for any failure or omission on the part of said Aleatras Construction Company to comply with the provisions of said contracts and each of them

(Seal)

Witness our hands and the day and year as above written.

Signed and passed
in the presence of
Millard T. Howard

Com. John D. King, Sec. of State,
Harris & Hadaway
to the President
Pres. of Fort Wayne, by
E. J. Jones
The Hon. Charles
H. Johnson,
Atty. Gen. of Ind. Union, U.S. Sec.
U.S. Army
at Fort Wayne.

OFFICE
of the

Dec. 1 That the order of the President of the City of
Fort Wayne, that the United States Marshal on the 15th day of
March 1909, entered into by and between the City of Fort
Wayne, Ind. and through the Council of Public Works, and
the American Landmark Commission, as fully set
forth in the said order, to wit: that the same be made
in all things not inconsistent with the above.

Dec. 2 That this ordinance be in full force and effect
from and after its passage and approval by the Mayor.

done at the City of Fort Wayne, Ind. on the 15th day of April 1909.

The County Clerk, that the Council of the City of
Fort Wayne Indiana at a regular meeting, held on the
15th day of April 1909 by a majority vote of all the
members present did pass the ordinance hereto attached
and there is no dissent. Ordinance No. 13,
M.C. Scherer
Considered
Frank Thompson
City Clerk

Presented to the Mayor for approval on the 16th day of
April 1909

at Fort Wayne, Ind.
City Clerk

Approved this 16th day of April 1909

Wm. J. Jones
Mayor

Ordinance No. 384.

Continued, authorizing the employment of an Assistant Chief of the Fire Department and fixing such Officer's compensation.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the Department of Public Safety be, and it is hereby authorized and empowered to employ an Assistant Chief of the Fire Department who shall receive a salary at the rate of \$1200⁰⁰ per year.

Section 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Passed at the Council Chamber in the City of Fort Wayne

Indiana on the 13th day of April 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of April 1909 by a majority vote of all the members elected did pass the ordinance hereto attached and known as General Ordinance No. 384.

H. C. Schiess
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 16th day of April 1909.

Frank Mungovan
City Clerk

Approved this 16th day of April 1909

Wm. J. Hume
Mayor

Introduced by Councilman presenting the manner of handling milk bottles, kegs, cans and other vessels used as milk containers, and providing a penalty for its violation.

Sec. 1. It shall be unlawful for any person, by himself or his servant or agent, or for the servant or agent of any other person, firm or corporation, having the custody of any milk can, bottle, measure or other vessel used as a container for milk, by any licensed dairyman, to place or cause or allow to be placed, therein any offal, swill, Kerosene, vegetable matter, or any article other than milk, cream or milk butter milk, cream, or water or other agent used for cleansing such can, jar bottle, measure or other vessel.

Sec. 2. It shall be unlawful for any person, by himself or his servant or agent, or for the servant or agent of any other person, firm or corporation, having the custody of a milk can, bottle, measure or other vessel used as a container for milk by any licensed dairyman to return to such dairyman any such milk can, bottle measure or other vessel which has not been thoroughly cleaned or which contains any accumulated dirt offal, filth, swill, Kerosene, vegetable matter, sour or stale milk, or any article other than water or other agent used for cleansing said can jar bottle, measure or other vessel.

Sec. 3 That any person firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not less than \$10. and not more than \$100.

Sec. 4. That this ordinance be in full force and effect on and after its passage and approval by the Mayor

Done at the Council Chamber in the City of Fort Wayne, Indiana

on the 27th day of April 1909

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of April 1909 by a majority vote of all the members elect, did pass the ordinance herewith attached, and known as General Ordinance No 385-

W. C. Scherwin
President

J. Frank Munger
City Clerk

Presented to the Mayor for approval on the 1st day of May 1909

Joseph Mungovan
City Clerk

Approved this 10th day of May 1909

Wm J. H. [unclear]

General Ordinance No 386

An ordinance Ratifying and Approving a contract entered into by and between the City of Fort Wayne and Joseph T. Gurbuch and William A. Riechert, partners doing business under the firm name of Gurbuch & Riechert, on the 9th day of February 1909, relative to the purchase by said City of coal.

Whereas, heretofore on the 9th day of February 1909, the City of Fort Wayne entered into a contract with Joseph T. Gurbuch and William A. Riechert, partners doing business under the firm name of Gurbuch & Riechert, providing for the purchase of two thousand tons of coal by said City, which contract is in the following words:

This agreement made this 9th day of February 1909, by and between the City of Fort Wayne by and through its Board of Public Works Party of the first part and Joseph T. Gurbuch and William A. Riechert partners doing business under the firm name of Gurbuch & Riechert Party of the second part, Witnesseth:

That the parties of the second part agree and hereby binds themselves to sell and deliver to the City of Fort Wayne two-thousand tons of Hocking run, pea and slack coal to be delivered in even monthly quantities of approximately 180 tons per month from the 1st day of January 1909 to the 31st day of December 1909, and in the manner hereinafter provided and in consideration of which the party of the first part agrees, and hereby binds itself to pay to the parties of the second part the sum of fifty-three cents for each ton of coal so

second part of all terms, conditions and agreements herein to be performed by it, and until this contract has been accepted and approved by the Common Council of said City.

Witness our hands and seals this 7th day of February 1909.

The City of Fort Wayne, by

Attest
J. H. Becker.

Clerk

E. J. Lamm

James Brosius

Its Board of Public Works

Garbuck and Rueschert

Max Rueschert

John Rueschert

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That the contract heretofore on the 7th day of February 1909 entered into by and between the City of Fort Wayne, by and through its Board of Public Works and Joseph F. Garbuck and William A. Rueschert partners doing business under the firm name of Garbuck and Rueschert as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

W. C. Scherier

Done at the Council Chamber in the City of Fort Wayne Indiana on the 11th day of May 1909.

We hereby certify that the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 11th day of May 1909, by a majority vote of all the members elect, did pass the ordinance hereunto attached and known as General Ordinance No. 386.

W. C. Scherier

President

Frank Munger

City Clerk

Presented to the Mayor for approval on the 24th day of May 1909

Frank Munger
City Clerk

Approved this 3rd day of June 1909

Wm J. Hasey

Mayor

Ordinance No. 38.

Attest: J. B. Cook, Mayor of Fort Wayne, Indiana, on the 11th day of May, 1909.

Section 1. Be it enacted by the Common Council of the City of Fort Wayne that the territorial limits of the City be and are hereby fixed and extended as follows: Commencing at the intersection of the center line of Savannah Street with the intersection of the center line of Portia Street, thence east along the center line of Portia Street to its intersection with the center line of Glasgow Avenue, so called: thence north along the center line of Glasgow Avenue so called to its intersection with the center line of New Haven Avenue so called: thence west along center line of New Haven Avenue to its intersection with the center line of Edsall Avenue, so called: thence north along the center line of Edsall Avenue and the center line of Edsall Avenue extended until it intersects with the south line of the right of way of the New York Chicago & St. Louis Railway, thence south east along said right of way line until it intersects with the center line of Park Street so called: thence along the center line of Park Street to the south bank of the Maumee River, thence westerly following the meanderings of the Maumee River to its intersection with the center line of Glasgow Avenue thence south along the present city limits line to the place of beginning.

Be it further enacted that the property included within the lines herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne, Indiana and subject to taxation for city purposes.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication.

(11) 11th & C. C.

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 11th day of May, 1909.

We hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11th day of May, 1909, by a majority vote.

The members elect, did pass the ordinance herewith attached and known as General Ordinance No. 387.

N. C. Schriener
President

Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 24th day of May 1909

Frank Mangrove
City Clerk

Approved this 2nd day of June 1909

Wm. J. Casey
Mayor

General Ordinance No. 387.

An ordinance regulating the handling of gasoline, kerosene, coal oil and head-light oil and providing a penalty for its violation as amended May 20th 1909

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that no gasoline shall be stored or kept in a larger quantity than one quart in any can, vessel or jar unless the exterior of such can, vessel or jar is painted red and the word "Gasoline" is written thereon in a conspicuous manner, and no gasoline shall be stored or kept in any quantity of one quart or less in any can, vessel, bottle or jar unless there be placed thereon a label not less than two inches in width and two and one-half inches long upon which shall be placed in an appropriate manner the words "Caution" and "Gasoline" such label to be white paper and such words written or printed in red ink.

Sec. 2 That no person, firm or corporation engaged in the sale of gasoline shall place the same in any can vessel or jar in any quantity more than one quart at a time belonging to such person, firm or corporation, or belonging to any person firm or corporation, purchasing such gasoline unless the exterior of such can, vessel or jar is painted red.

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point and the word "Gasoline" is placed thereon in a conspicuous manner.

Sec 3. That no person, firm or corporation engaged in the sale of gasoline shall place one quart or any less quantity of the same in any can, jar bottle or vessel belonging to such person, firm or corporation, or belonging to any person, firm or corporation purchasing such gasoline, unless, thereon be placed thereon a label not less than two inches in width and two and one half inches long upon which shall be placed in an appropriate manner the words "Caution" and "Gasoline" such label to be white paper and such words written or printed with red ink.

Sec 4. That no kerosene, kerosene, kerosene or coal oil shall be stored or kept, in a larger quantity than one quart at a time in any can, vessel or jar unless the exterior of such can vessel or jar is painted blue, and no person, firm or corporation engaged in the sale of such oil shall place any quantity larger than one quart thereon, in any can jar or vessel belonging to such person, firm or corporation or belonging to any person, firm or corporation purchasing such oil, unless the exterior of such can, vessel or jar is so painted blue.

Sec 5. Any person, firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not less than five dollars nor more than twenty five dollars.

Sec 6. That this ordinance shall be in full force and effect on and after the 1st day of July 1909.

Michael Kinder

Done at the Council Chamber in the City of Fort Wayne
This 25th day of May 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 25th day of May, 1909, by a majority vote of all the members elect, did pass the ordinance the same attached, and known as General Ordinance No. 388.

W. C. Schwan
President

J. Frank Mungovan
City Clerk

(Presented to the Mayor for approval on the 28th day of May 1909

Frank Munrovan
City Clerk

(Observed this 7th day of June 1909

Wm J. Hoarey
Mayor

Second Ordinance No 387.

On a certain date, viz. on the 11th day of May 1909, a contract entered into by the City of Fort Wayne and the United States Cast Iron Pipe and Foundry Company, a corporation, on the 11th day of May 1909, for the purchase by said City from said Company of Iron Pipe and Castings for the Water Works Department.

Whereas, heretofore on the 11th day of May, 1909, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the United States Cast Iron Pipe Company for the purchase by said City of cast iron pipe and special castings for use in the Water Works Department of said City, which contract is in the following words:

This agreement made and entered into this 11th day of May 1909, by and through its Board of Public Works; party of the first part, and the United States Cast Iron Pipe and Foundry Company, a corporation, party of the second part. Witnesses:

That the party of the first part agrees and hereby binds itself to buy, and the party of the second part agrees and hereby binds itself to sell and deliver to the party of the first part, the following pipe and special castings:

Three hundred (300) or more tons of 4-6-8 and 12 inch pipe, or any or all of said size pipe, and such special castings as said Board may deem proper and necessary for the proper and necessary use of said three hundred (300) tons of pipe.

It is further agreed that said City shall pay to said party of the second part for said pipe at the rate of \$24.50 per ton for 4 inch pipe, and \$24.25 per ton for 6-8 or 12 inch pipe, and for said special castings

at the rate of 2 1/2 cents per pound, all F.O.B. cars less of Fort Wayne at places of delivery.

Part of the second part to furnish all of said pipe and special castings to said City from time to time so that the delivery of all of said pipe be made in Fort Wayne, Indiana not later than the 1st day of July 1909.

It is further agreed and understood, that said pipe and special castings shall be of the kind and material and manufactured in the manner specifically described in the specifications therefor, a copy which is attached hereto and made a part hereof, and all the provisions, requirements, terms and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection, weight, etc., are hereby made a part of this contract and binding upon the parties hereto the same as if copied herein in full except as herein changed or modified.

Witness our hands and seals the day and year first above written.

Attest

Julian F. Franke
Clerk

The City of Fort Wayne, by
E. J. Lemow
Henry Schwarzky,
Jesse Brosius

Its Board of Public Works

U.S. Cast Iron Pipe & Foundry Co.
By: A. J. Goodhue.

Witness Subscribed

Sec 1 Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for on the 11th day of May 1909, entered into by and between, the City of Fort Wayne by and through its Board of Public Works and the United States Cast Iron Pipe and Foundry Company, with reference to the purchase of pipe for the Water Works Department as fully set forth in the preamble hereto, be and the same is hereby in all things ratified, confirmed and approved.

Sec 2 That this ordinance be in full force and take effect on and after its passage and approval by the mayor.

Witnessed

Done at the Council Chamber in the City of Fort Wayne Indiana on the 25th day of May 1900

We hereby Certify That the Common Council of the City of
 Fort Wayne Indiana at a regular meeting held on the 28th
 day of May 1909 by a majority vote of all the members
 elect, did pass the ordinance herewith attached and known
 as General Ordinance No 28.

W. C. Schuier
 President

Frank Mungovan
 City Clerk

Presented to the Mayor for approval on the 28th day of May 1909

Frank Mungovan
 City Clerk

Approved this 7th day of June 1909

Wm. J. Hosen
 Mayor

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General Ordinance No 391

Introduced by An ordinance extending the City limits and annexing
W. E. Cook certain territory to the City of Fort Wayne..

Section 1. Be it enacted by the Common Council of the City of Fort Wayne Indiana, that the territorial limits of the City be and are hereby fixed and established as follows:

Commencing at the intersection of New Haven Avenue, so called, with the center line of Eadsall Avenue, so called; thence east along the center line of New Haven Avenue, so called, to its intersection with the east line of section 6 T 30 N R 13 E; thence south following the east line of section 6 and section 7, township and range aforesaid, to the south line of said section 7; thence west on said south line of said section 7 to its intersection with the present city limits line; thence north along the present city limits line to the place of beginning.

Be it further enacted, That the property included within the lines herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne Indiana, and subject to taxation for the same.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 8th day of June, 1909

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8th day of June, 1909, by a majority vote of all members elect did pass the ordinance herewith attached and known as General Ordinance No. 391.

W. E. Schuier
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 12th day of June, 1909

J. Frank Mungovan
City Clerk

Approved this 15th day of June, 1909

W. E. Schuier
Mayor

General Ordinance No 392

Introduced by
W. C. Schiess

The ordinance annexing certain territory to certain Ward
in the City of Fort Wayne made necessary by the annexation
of said territory to said City

Sec. 1. Be it ordained by the Common Council of the City
of Fort Wayne, that the following described territory
within the corporate limits of said City be, and the same
be hereby annexed to and made a part of, the Eighth Ward
in said City;
All that part of following tract lying north of the Right of way
of the Baltimore Fort Wayne & Chicago Railroad Company
Commencing at the intersection of the center line of Savannah
Street with the intersection of the center line of Portiac Street
thence said along the center line of Portiac Street to its
intersection with the center line of Slater Avenue
so called; thence north along the center line of Slater
Avenue so called, to its intersection with the center
line of New Haven so called; thence west along the
center line of New Haven Avenue to its intersection with the
center line of Edsall Avenue so called; thence north along
the center line of Edsall Avenue and the center line of
Edsall Avenue extended until it intersects with the
south line of the right of way of the New York, Chicago and
St. Louis Railway; thence southeast along said right of way
line until it intersects with the center line of Park Street
so called; thence along the center line of Park Street to
the south bank of the Maumee river; thence westerly following
the meanderings of the Maumee river to its intersection
with the center line of Glasgow Avenue; thence south along
the present city limits line to the place of beginning, also
commencing at the intersection of New Haven Avenue,
called, with the center line of Edsall Avenue so called
thence east along the center line of New Haven Avenue
so called, to its intersection with the east line of
Section six (6) Township thirty (30) North, Range
Thirteen (13) east, thence south following the east
line of Section six (6) and Section seven (7) Township
and range aforesaid, to the south line of said
Section seven (7) thence west on said south line
of said Section seven (7) to its intersection with
the present city limits line; thence north along
the present city limits line to the place of beginning

Sec. 2. That the following described territory within the corporate limits of said city be and the same is hereby annexed to and made a part of the South Ward in said city. All that part of the following tract lying south of the right-of-way of the Pittsburg Fort Wayne and Chicago Railroad Company, Commencing at the intersection of the center line of Savannah Street with the intersection of the center line of Pontiac Street; Thence east along the center line of Pontiac Street to its intersection with the center line of Scalaper Avenue so called; thence north along the center line of Scalaper Avenue so called to its intersection with the center line of New Haven Avenue so called; thence west along the center line of New Haven Avenue to its intersection with the center line of Edsall Avenue so called; thence north along the center line of Edsall Avenue and the center line of Edsall Avenue extended until it intersects with the south line of the right-of-way of the New York, Chicago and St Louis Railway; thence southeast along said right-of-way line until it intersects with the center line of Park Street so called; thence north along the center line of Park Street to the south-bank of the Maumee river; thence westerly following the meandering of the Maumee river to its intersection with the center line of Glasgow Avenue; thence south along the present city limits line to the place of beginning.

Sec 3. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor.

W.C. Schivier

Done at the Council Chamber of the City of Fort Wayne Indiana on the 22nd day of June.

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of June by a majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance No. 392

W. C. Schivier

President

J Frank Mungovan

City Clerk

Presented to the Mayor for approval on the 26th day of June 1909

J Frank Mungovan
City Clerk

Approved this 6th day of July 1909

Wm J Hoar

General Ordinance No 393

Enacted by the Common Council of the City of Fort Wayne, Indiana, fixing the salary of the Treasurer of the City.

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne, That the Treasurer of the City receive a salary for his services as such Treasurer from the 10th day of April 1909 at the rate of two thousand dollars per annum.

Sec. 2 That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec 3. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor
W. C. Schivier

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 22nd day of June 1909

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of June 1909, by a majority vote of all the members present, did pass the ordinance herewith attached, and known as General Ordinance No 393.

W. C. Schivier
President

Frank Mungovan
City Clerk

Presented to the Mayor on the 26th day of June 1909

Frank Mungovan
City Clerk

Approved this 6th day of July 1909

Wm J. Harey
Mayor

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Ordinance No 394

Enacted by the Council of the City of Fort Wayne, Indiana, of the 22nd day of June 1909.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the President of the Department of Health shall receive a salary at the rate of Four hundred dollars per annum.

Sec. 2. That one Health Commissioner, other than the President and Secretary of the Department of Health shall receive a salary at the rate of One hundred dollars per annum.

Sec. 3. That the Secretary of the Department of Health shall not receive for his services as such Secretary and as Health Commissioner any compensation whatever, either directly or indirectly, other than that fixed by law to be paid to him as such Secretary and he shall not receive for his own use, directly or indirectly, any fees, perquisites, commissions or money paid to him in his official capacity but all such fees, perquisites, commissions and moneys paid to or received by him for any services rendered by him either as Secretary of the Department of Health or Health Commissioner shall be the property of the City.

Sec. 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 5. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana, this 22nd day of June 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of June 1909, by a Majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 394

U. C. Schuier

President

J. Frank Mangrove

City Clerk

Presented to the Mayor for approval on the 28th day of June 1909

J. Frank Mangrove

City Clerk

Approved this 30th day of June 1909

Wm. J. Kase

Mayor

General Ordinance No 395

Enacted by the Board of Public Works, in and for the City of Fort Wayne, Indiana, on the 13th day of July 1909, an ordinance concerning the improvement of Coughlin Avenue from Calhoun Street to Broadway by grading and paving the sidewalks on both sides thereof.

Whereas, and it appears on the 2nd day of May 1909, the Board of Public Works duly adopted a resolution, deeming it necessary to grade to a width of eleven feet, and pave with cement to a width of five feet, the sidewalks on both sides of Coughlin Avenue from Calhoun Street to Broadway, the cost thereof to be assessed upon the real estate abutting on both sides of said street.

Whereas, the 17th day of June 1909, was fixed the date for hearing and considering objections and remonstrances against said improvement, there was presented to the Board of Public Works a remonstrance signed by a majority number of resident property owners on said street against said proposed improvement, the Board finds itself precluded by law from making said improvement, there

Section 1. Be it enacted by the Common Council of the City of Fort Wayne that a necessity existing thereof, the sidewalks on both sides of Coughlin Avenue from Calhoun Street to Broadway be and the same is hereby ordered improved by grading to a width of eleven feet and paving with cement to a width of five feet; and the said Board of Public Works are hereby authorized and directed to cause said improvement to be made in accordance with the resolutions so adopted by it, as set forth in the preamble hereto, and in accordance with the provisions of an act entitled "An act concerning Municipal Corporations" passed by the General Assembly of the State of Indiana at its Sixty-fourth regular session, and acts amendatory thereof and supplementary thereto.

Section 2 This ordinance be in full force and take effect on and after its passage and approval by the Mayor

Wm. E. Easley

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 13th day of July 1909

(We, the undersigned, of the Board of Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 15th day of July 1909, by a majority vote of all the members elect, did pass the ordinance hereunto attached and known as General Ordinance No. 395.

William B. Johnson
President

Frank Mangorvan
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1909

Frank Mangorvan
City Clerk

Ordinance No. 395 24th day of July 1909

General Ordinance

Enacted by the Board of Public Works of the City of Fort Wayne, Indiana, at a regular meeting, held on the 15th day of July 1909, by a majority vote of all the members elect, did pass the ordinance hereunto attached and known as General Ordinance No. 396.

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne, that Railroad track Elevation No. 2 adopted by the Board of Public Works of the City of Fort Wayne on July 8th 1909 and the said Board on July 11th 1909 confirmed and approved, be, and the same is hereby, in all things ratified and approved.

Sec. 2 That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

William A. Bays

Done at the Council Chamber in the City of Fort Wayne Indiana on the 27th day of July 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 27th day of July 1909, by a majority vote of all the members elect, did pass the ordinance hereunto attached and known as General Ordinance No. 396

William A. Bays

Frank Mangorvan

(President) (Notary)

City Clerk

Presented to the Mayor for approval on the 11th day of August 1909

Frank Mangorvan City Clerk

Approved this 14th day of August 1909

William A. Bays

Ordinance No 397

Ordinance fixing the salaries of the Councilman and City Civil Engineer of the City of Fort Wayne, Indiana:
 Repealing conflicting ordinances, and fixing the time when the same shall take effect

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that each Councilman of such City shall receive a salary at the rate of \$2000⁰⁰ per annum and the City Civil Engineer shall receive a salary at the rate of \$2500⁰⁰ per annum.

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance be in full force and effect from and after its passage and approval of the Mayor and the first Monday in, *August* 1909
(Walter T. Frank)

Done at the Council Chamber in the City of Fort Wayne Indiana on the 27th day of July 1909

We hereby certify that the Common Council of the City of Fort Indiana at a regular meeting held on the 27th day of July 1909, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 397

William B. Beyer
 President Pro tem.

Frank Mangovan
 City Clerk

Presented to the Mayor for approval on the 11th day of August 1909

Frank Mangovan
 City Clerk

Approved this 14th day of August 1909

Wm J. Hony
 Mayor

1909

General Ordinance No 398

Introduced by
W & Cook

An ordinance fixing the time when Clerks and Employees of the City of Fort Wayne Indiana, shall receive their Salaries and compensations: Reposing conflicting ordinances, and fixing the time when the same shall take effect

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that all clerks and employees of the City of Fort Wayne Indiana shall receive their salaries or compensations semi-monthly upon the first and fifteenth day of each month.

Section 2. All ordinances and parts of Ordinances in conflict herewith are hereby repealed

Section 3 This ordinance to be in full force and effect on and after its passage and approval by the Mayor

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of July 1909. by a majority vote of all the members elect did pass the ordinance hereto attached, and known as General Ordinance No 398

William A. Bazar
President Protem.

Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 11th day of August

Frank Mangrove
City Clerk

Vetord. by the Mayor. See the Mayor's communication, dated August 14th 1909. and in Council Proceedings September 14th 1909

General Ordinance No. 399

Introduced to the ordinance ratifying and approving a contract entered into on the 14th day of September 1909 by and between the City of Fort Wayne, by and through its Board of Public Works and Fort Wayne Electric Works.

Whereas on the 14th day of September 1909 the City of Fort Wayne, by and through its Board of Public Works and Fort Wayne Electric Works entered into a contract relation to the installation of two fuel oil tanks under the surface of Morrell Street in said City, which contract is in the following words:

This agreement made and entered into this 14th day of September 1909 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Fort Wayne Electric Works, party of the second part.

That in consideration of the mutual covenants and agreements herein contained and expressed it is hereby by the parties hereto agreed

1. That leave, license and permission, be and the same be hereby granted by the party of the first part to the party of the second part to construct and maintain at the north end of Morrell Street and adjoining the right of way of the Pittsburg, Fort Wayne & Chicago Railroad Company two 6,000 gallon fuel oil tanks and to store and keep in each of such fuel oil tanks not more than 6000 gallons of fuel oil. Such tanks to be buried at least four feet to the established grade line of said Morrell Street and to be covered with an eight inch brick arch with a proper and suitable man-hole cover in such manner and to be satisfactory to said Board of Public Works. Such tanks to be so installed and maintained as not to in any manner interfere with the free and easy travel by the public over such street.

The party of the first part agrees to keep each of such tanks in such repair as well as the covering over the same as not to at any time interfere with the free use of and travel on said Street by said public and agrees to allow said City, and said City hereby reserves the right and power, to at any time for the purpose of drainage, sewerage or other public improvements of any kind, without

to enter the part of said street under each said tanks installed and maintained, and adjacent thereto, to any depth that said City may deem necessary and in case it is deemed necessary by said Board, or the Common Council of said City, to lay or construct any sewer or sewers, pipes, conduits or other public improvements of any kind or character whatever under said street, the said party of the second part, its successors and assigns agree that they will remove at their expense said tanks or so much thereof as said City may deem necessary for the purpose of constructing or maintaining any of such improvements.

3. It is hereby agreed by the party of the second part, its successors and assigns as a condition of the leave, license and permission herein granted that said Company and its successors and assigns will at all times save and hold said City free and harmless from any and all loss, liability or damages to any person or property which shall occur or result at any time or in any manner growing out of, connected with or by reason of the construction or maintenance of said tanks, whether or not said persons be in the employ of, or said property belongs to, said City or any other persons or corporations, and the party of the second part, its successors and assigns, agrees that it will defend in the name of said City and at the expense of said Company, any and all actions that may be instituted against said City to recover any such loss liability or damage and will pay any judgment that may be rendered in any such action against said City.

4. It is agreed that if the party of the second part, or its successors and assigns, shall violate or fail to perform any of the conditions of this agreement the City shall have the right and power upon such failure or violation after five days written notice by said City to said Company of its intention so to do, to revoke the leave, license or permission herein granted, and in which event said Company its successors and assigns shall within a reasonable time cause said tanks to be removed and the street to be placed in the same condition as to grade and pavement as it was at the time of such revocation and on the failure of said Company its successors and assigns so to do said City may cause the removal of said tanks and the repair of said street as above set forth and recover the cost and expenses thereof of and from the party of the second part its successors and assigns.

together with \$1000. liquidated damages for such failure on the part of said Company, its successors and assigns.

Witness our hands and seals the day and year first above written

Fort Wayne Electric Works by.
Henry C. Paul. Presd.

Attest
H. W. Becker.
Clerk

City of Fort Wayne by.
E. J. Lennon.
Henry Schwabz.

Its Board of Public Works

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the Contract heretofore on the 14th day of September 1909 entered into by and between the City of Fort Wayne by and through its Board of Public Works and Fort Wayne Electric Works relation to the installation of two fuel tanks under the surface of Morrell Street as fully set forth in the preamble hereto, and the same is hereby in all things ratified confirmed and approved.

Section 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Marion D. Ferguson

Done at the Council Chamber of the City of Fort Wayne Indiana on the 14th day of September 1909

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 14th day of September 1909, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 399

W. C. Schwier
President

Frank Hingovan
City Clerk

Presented to the Mayor for approval on the 22nd day of September 1909

Frank Hingovan
City Clerk

Approved this 28th day of September 1909

Wm J. Forney
Mayor

General Ordinance No. 400.

Submitted by
Joh. A. Biele.

Approved by the Council of the City of Fort Wayne, Indiana for the year 1909

Section 1. That out of the tax levied on the City of Fort Wayne, Indiana, that a levy of one dollar and ten cents (\$1.10) upon each one hundred dollars (\$100.00) of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana be made for the year 1909. That the above levy be divided as follows:

General Expenses and Interest	.84
Sinking Fund.	.05
Anthony Wayne Monument Fund.	.00 1/4
Firemen Pension Fund.	.01
Police Pension Fund.	.01
Municipal Electric Light Fund.	.07 1/2
Market House Fund.	.01 1/4
Track Elevation Fund	
Total	\$1.10

Also that there shall be collected from each male inhabitant liable, according to law, a poll tax of two dollars (\$2.00).
Section 2. That all taxes shall be collected in semi-annual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Joh. A. Biele.

Done at the Council Chamber on the City of Fort Wayne Indiana on the 28th day of September 1909

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 28th day of September 1909 by a majority vote of all the members elected did pass the ordinance hereto attached and known as

General Ordinance No. 400

W. C. Schuman
President

Frank W. Hangerman
City Clerk

Presented to the Mayor for approval on the 1st day of October 1909

Frank W. Hangerman
City Clerk

Approved this 6th day of October 1909

Wm. J. Hangerman
Mayor

General Ordinance No. 401

Introduced by An ordinance extending the city limits and annexing
 Wm. A. Beyer certain territory to the City of Fort Wayne Indiana
 as amended on the 28th day of September 1909.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the territorial limits of the City of Fort Wayne be and lawfully are fixed and extended as follows:

Commencing at the intersection of the center line of Rock Street with the center line of Archer Avenue, thence running West along said center line of said Archer Avenue to its intersection with the center line of Jussie Avenue thence running north along said center line of said Jussie Avenue to its intersection with the center line of Pfeiffer Avenue, thence east along said center line of said Pfeiffer Avenue to its intersection with the center line of said Rock Street, thence south along said center line of said Rock Street to the place of beginning, and that the property included within said territory shall hereafter be within the corporate limits of said City of Fort Wayne and subject to taxation for city purposes.

Sec. 2. This ordinance shall be in full force and effect from and after its passage approval by the Mayor and publication
 William A. Beyer

Done at the Council Chamber in the City of Fort Wayne Indiana on the 28th day of September 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of September 1909, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 401

W. C. Schwiner
 President

Frank Mungovan
 City Clerk

Presented to the Mayor for approval on the 1st day of October 1909
 Frank Mungovan
 City Clerk

Approved this 6th day of October 1909
 Wm. J. Honey
 Mayor

503

General Ordinance No 402

Introduced by One ordinance fixing the time when certain Clerks and Employees
Valler to Cook of the City of Fort Wayne Indiana, shall receive their salaries
or Compensation repealing conflicting Ordinances, and
fixing the time when the same shall take effect as amended
Sept 28. 1909

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne Indiana, that all clerks and employees of the City
of Fort Wayne Indiana whose salaries or compensation is
One hundred dollars or less per month except Councilman and
members of the various Boards, shall receive their salaries or
compensation semi monthly upon the first and sixteenth
day of each month

Section 2. All ordinances and parts of ordinances in conflict
herewith are hereby repealed.

Section 3. This ordinance to be in full force and effect on and
after its passage and approval by the Mayor,

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 28th day of September 1909.

We hereby certify That the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 28th day of September
1909 by a majority vote of all the members did pass the
ordinance herewith attached and known as
General Ordinance No. 402.

W. C. Schuman

President

Frank W. Mangum

Clerk

Presented to the Mayor for approval on the 1st day of
October 1909.

Frank W. Mangum
City Clerk

Approved this 6th day of October 1909

Wm. J. Farley
Mayor

General Ordinance No. 403

Introducing a resolution authorizing the sale of City property of the value less than \$10000 without an appraisement

It having been shown to the Common Council of the City of Fort Wayne Indiana, that the City is the owner of a frame dwelling house located on a strip of real estate recently condemned for the opening of Chicago Street, & said frame dwelling is worth less than \$10000, Therefore

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, the Mayor of said City, or and he is hereby authorized to sell the frame dwelling house referred to in the preamble hereto without having an appraisement thereof made, and said Mayor is hereby authorized to sign and execute any and all papers that are necessary to consummate such sale.

Section 2. That this ordinance to be in full force and effect from and after its passage and approval by the Mayor.

Wm. A. Bajer.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 12th day of October 1909

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 12th day of October 1909 by a majority vote of all the members that did pass the ordinance herunto attached and known as General Ordinance No. 403

W. C. Schenier
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 19th day of October 1909

J. Frank Mungovan
City Clerk

Approved this 26th day of October 1909

Wm. J. Hoey
Mayor

105

General Ordinance No. 404

An ordinance authorizing the sale of scrap iron and brass of the value less than \$100.00 without an appraisement.

It having been shown to the Common Council of the City of Fort Wayne, Indiana, that the City is the owner of scrap iron and brass at the City Yards and the Pumping Stations which is worth less than \$100.00 therefor,

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, the Mayor of said City be and he is hereby authorized to sell the scrap iron and brass referred to in the preamble hereto without having an appraisement thereof made, and said Mayor is hereby authorized to sign and execute and all papers that are necessary to consummate such sale.

Section 2. That this ordinance to be in full force and effect from and after its passage and approval by the Mayor

J. D. Lewis

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 9th day of November 1909

We hereby certify, that the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9th day of November 1909, by a majority vote of all the members present, passed the ordinance hereto attached and known as General Ordinance No. 404.

W. L. Schuiss
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 13th day of November 1909

Frank Mungovan
City Clerk

Approved this 22nd day of November 1909

Wm. J. Tracy
Mayor

General Ordinance No 405

An ordinance ratifying and approving a contract entered into on the 25th day of October, 1909, by and between the City of Fort Wayne and the Fort Wayne Electric Works for the furnishing of switchboards and appliances, and other electrical equipment.

Whereas, heretofore on the 25th day of October, 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works for the furnishing by said Fort Wayne Electric Works of certain switchboards, appliances and other electrical equipment for the Municipal Electric Light and Power Plant, which contract is in the following words:

Fort Wayne Electric Works
Executive Office Fort Wayne, Ind.

Dated at Fort Wayne Ind. Oct 15th 1909

To Board of Public Works. (hereinafter called the Purchaser)
Address Fort Wayne Ind.

The Fort Wayne Electric Works (hereinafter called the Company) hereby submits the following proposal to furnish the electrical apparatus set forth in the following schedule for the sum hereinafter named F.O.B. place of manufacture.

We agree to hold the Purchaser harmless and indemnified against all sums which the Purchaser shall be adjudged to pay in all suits brought against the Purchaser alleging infringements of patents by the use of the apparatus herein set forth provided we be given immediate written notice of said suit and permission through our counsel to defend the same, and provided further that the Purchaser is not in default in his payments.

The Purchaser covenants in consideration of the foregoing guarantee not to violate or infringe any of the patents relating to any of the apparatus specified herein, which patents we control or under which we have the right to manufacture or sell such apparatus.

We guarantee the apparatus to be the full capacity as rated and agree to correct any defects which develop in the same in thirty days from the starting thereof, provided we receive immediate written notice thereof, and provided the apparatus is normally and properly used.

It is understood and agreed that the title and right to the immediate possession of any and all property named herein or furnished hereunder shall remain in the

Wayne Electric Works until the purchase money hereinafter named is paid in full. If notes or warrants are given said notes or warrants are not to be considered as payment, but only as evidence of indebtedness; and the fastening of said property or any part of it to or in any building by nailing, bolting or in any manner whatsoever, shall not be considered as connecting it to and making it or any part of it a part of the realty; but all of it shall be considered as personal property until fully paid for.

In case of default in any of the payments hereinafter provided for, the Fort Wayne Electric Works may repossess itself of any of the above mentioned property, whenever found and shall not be liable in any action at law on the part of said purchaser, for such reclamation of its property, nor for the repayment of any money or moneys which have been paid by said Purchaser in part, payment of said apparatus or equipment.

It is further understood and agreed, that the apparatus herein specified shall be at the risk of the Purchaser from its delivery by the Company on board cars at point of shipment (unless other delivery is specified); but it is agreed that the Company shall insure said apparatus or plant against damage or loss by fire for its full selling price as hereinafter stated until, but not after the Company shall have been paid in full in consideration for the benefit of itself and Purchaser, as their interest may appear. And the Purchaser agrees to pay the Company for premium for such insurance one-fourth of one per cent, on the total amount insured for each three months or fraction thereof after the delivery of said apparatus on board cars at point of shipment.

It is further understood that we will not be held responsible for delays occasioned by strikes, storms, accidents, fires or other causes beyond our control.

There are no understandings, promises or agreements on your part or ours outside of this proposal which consists of this sheet and the schedules attached thereto, together with the terms, conditions and limitations therein contained.

This proposal must be approved by one of the executive officers of the Company.

Schedule and Specifications for Electrical Apparatus Switchboard and Apparatus

Panel #1 This panel will be of blue Vermont Marble, 90" x 20" x 1 1/2" with 3/8" brad, mounted on 90" iron pipe frame work, and equipped with a voltage regulator suitable for three (3) machines together with the following instruments and appliances for the control of one 25 K.W. 120-V turbo-generator, which you will install in the future.

- 1- $\frac{1}{2}$ D.C. ammeter, 300 amp. scale.
- 1- 5. A.-125. form 5-3 Tirrell regulator complete with condenser sections.
- 1- 4 point potential receptacle
- 1- 4 point potential plug
- 1- 12 J.P. S.T. 300 amp. 250-V. switch
- 2- H.E.C. fuse holders complete with slate base and fuses
- 1- 200 watt potential transformer
- 1- amp current transformer
- 1- Equaliser rheostat.

This panel will be of Blue Vermont Marble $90" \times 24" \times 1\frac{1}{2}"$ with $\frac{3}{8}"$ panel, mounted on 90° iron pipe frame-work and equipped with the following instruments and appliances for the control of 2-25 K.W. 125 V Turbo-extractors now installed in your station, and also curve drawing watt-meter to regulate the total output of your station.

- 2- H.E. D.C. ammeters, 300 amp. scale.
- 1- D.H. D.C. voltmeter 175-V. scale
- 1- Curve drawing wattmeter, 1000 K.W. chart,
- 2- 250-amp. current transformer, ratio 25 to 1.
- 2- 75-watt. potential transformer 2200/110-V. 60.
- 2- 4-point potential receptacles,
- 2- 12 J.P. S.T. 300 amp. 250-V. switches
- 2- New handwheels for present rheostat
- 2- Rheostat mounting

We will also furnish:

- 2- Switchboard type indicating wattmeters for mounting on present generator panels, suitable for indicating the output of each generator
- 2- Horizontal edge wise switchboard type field ammeters, C-150 amp. scale for mounting on present generator panels, to indicate current in the fields of 500 K.W. Turbo-generators.
- 1 Synchronizing indicator, complete with either swinging or pivoted bracket for mounting on top of switchboard

All of the above F.O.B. our factory Fort Wayne.
We will also furnish

- 1- #111 improved oil filtering and storage equipment

manufactured by the Turner Oil Filler Company, complete with
by-pass piping, drip pan, strainers, cylinders, packing, coil,
filtering trays and connections. This oil filler to be delivered
F. O. B. care Niles?

Shipments:

Oil Filler, two (2) weeks;

Instrumental and instruments, eight (8) weeks;

Commiss of shipment date from receipt of contract and full
information at Company's Home Office.

Also, consent of the purchaser to the Company will, further, as
competent expert to superintend the installation of the instrument,
and send a note to the purchaser, and give the
attendance included by the purchaser, all reasonable material
for operating the same for a period of 4 days. The time to date from
and include, the day of expert's departure from the Office
of the Company until, and including, the day of his return
to the Home Office. It is understood that the purchaser is to provide
all common labor for the installation of the above apparatus.
Should the purchaser require the services of expert for a longer
period than above stated, a charge will be made for such
extra service at \$7.00 per day and all expenses.

Price and Terms

The Fort Wayne Electric Works submit the foregoing proposal for the
rental of Twelve Hundred and Twenty five Dollars (\$1225.00)
and payable as follows:

- 50 per cent. payable by sight draft attached to bill of lading.
- 40 per cent. cash thirty days from date of bill of lading.
- 10 per cent. cash sixty days from date of bill of lading.

Fort Wayne Electric Works
by J. E. Hall

Acceptance of

Fort Wayne Ind. Oct 25th 1909

To the Fort Wayne Electric Works, Fort Wayne, Indiana.

The Board of Public Works hereby accept of the above proposal
for supplying Electrical Apparatus and agree to settle for same
in accordance with the terms stated herein

Signed E. J. Lennon
Henry Schwartz
James Brainerd

Board of Public Works

Witness

... is hereby fully satisfied
and approved by me at Fort Wayne, Indiana, this 25th
day of Oct. 1909

Fort Wayne, Indiana 11. 1. 1910
H. T. ...

Be it ordained by the Common Council of the City of Fort Wayne,
Indiana, that the contract entered into on the 25th day of
October 1909, executed by the City of Fort Wayne, by and
through its Board of Public Works and the Fort Wayne
Electric Works, for the furnishing by said Electric Works
of certain street lights, appliances and other electrical
equipment for the Municipal Electric Light and Power
Plant, as fully set forth in the preamble hereto, be and the
same is hereby in all things ratified, confirmed and

Section 2. That this order, now be in full force and
effect, from and after its passage and approval by the M.

... at 11. ... at the City of Fort Wayne.
... on the 25th day of ...

Whereas, verified, that the Common Council of the City of
Fort Wayne, Indiana, at a regular meeting, held on the 9th
day of November 1909, by a majority vote of all the members
elect, did pass the ordinance hereto attached and known
as General Ordinance No 405

Wm. Schirmer

President

Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 18th day of
November 1909

Frank Mangrove
City Clerk

Approved this 22nd day of November 1909

(1) ...
Mayor

General Ordinance No 406

Subscribed by *Wm A. Bayar* An ordinance ratifying and approving a contract between the City of Fort Wayne and Mahurin and Mahurin relating to the Market House.

Whereas, on the 9th day of November, 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Marshall S. Mahurin and *Levy Mahurin*, partners doing business under the firm name of Mahurin and Mahurin, which contract is in the following

This agreement made this 9th day of November, 1909, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part and Marshall S. Mahurin and *Levy M. Mahurin* partners doing business under the firm name of Mahurin & Mahurin, Witnesses

That the party of the second part are, and hereby agree to prepare all necessary additional preliminary sketches full and complete scale drawings, working details and specifications in duplicate for the construction and erection of a Market House on the real estate lying East of Barr Street and running from the City Hall to Washington Boulevard East as shown by pen and ink sketch then of now on file in the office of said Board, and prepared by the parties of the second part said complete scale drawings and working details and specifications to include everything to make complete and finished Market House of the kind shown on said pen and ink sketch as the same were amended and filed in the office of said Board by said parties of the second part on the 8th day of November 1909.

That the parties of the second part shall prepare all of said drawings and specifications in such manner that the building when completed as shown thereby shall include everything shown on the amended and original pen and ink sketches filed by them and everything shown in the estimates, both original and supplemental filed with said original and amended pen and ink sketches.

That said working details and specifications and said full and complete scale drawings shall be, complete and delivered in duplicate, to said party of the first part

by said parties of the second part within twenty one (21) days from date of this contract.

In consideration of the services so performed by the parties of the second part it is agreed by the party of the first part that it will pay to said parties of the second part a sum equal to three percent of the amount that may be paid for the actual construction of said market house according to said plans, details and specifications, but in no event shall the amount to be paid to said parties of the second part exceed the sum of \$644²². The percent of the actual cost to be paid to said parties of the second part to be based upon the contract price agreed upon by said city and the contractor that is to construct said market house. The amount to be so paid to the parties of the second part to be paid within ten days after the letting of the contract for the construction of said Market House.

It is further agreed by the parties of the second part that they will give such advice as is necessary to properly start the construction of said Market House according to said details, scale drawings and specifications.

In case of abandonment or suspension of the work for more than 120 days for any cause other than that the proposals exceed the estimate payment to second party shall be based on the estimate, but in the event that such proposals exceed the estimate second parties shall revise said plans, details and specifications to the satisfaction of said Board and in such manner as not to substantially change the scheme or character of the work as shown by said plan and site sketches.

It is agreed by the parties of the second part that in the event that the party of the first part may so desire they will supervise the construction of said Market House and for the additional compensation of an amount equal to two percent of the actual cost of said Market House, but such additional compensation for supervision shall not exceed the sum of \$429⁰⁰.

Witness our hands and seals this 9th day of November, 1909

attest
H. W. Becker
Clerk

City of Fort Wayne by
E. J. Lennon.
Henry Schwabach
James Brainerd
Board of Public Works

M. & Mahurin
Guy M. Mahurin
Partners doing business under
the firm name of Mahurin & Mahurin

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereof on the 9th day of November 1909 entered into by and between the City of Fort Wayne by and through its Board of Public Works and Marshall S. Mahurin and Guy Mahurin doing business under the firm name of Mahurin and Mahurin, which contract is set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

Section 2. This ordinance to be in full force and take effect from and after its passage and approval by the Mayor.

Witness my hand and seal of the City of Fort Wayne, Indiana, this 23rd day of November 1909.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of November 1909.

We hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 23rd day of November 1909 by a majority vote of all members elect did pass the ordinance hereto attached and known as
General Ordinance No 406

W. C. Schivier
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 26th day of November 1909.

Frank Mungovan
City Clerk

Approved this 6th day of December 1909

Wm. J. Leary
Mayor

General Ordinance No 407

Ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and Gurbuch and Rinehart on the 23rd day of November 1909 relative to the purchase by said City of coal.

Whereas, heretofore on the 23rd day of November, 1909, the City of Fort Wayne, entered into a contract with Gurbuch and Rinehart providing for the purchase of six thousand tons of coal by said City, which contract

This agreement made the 23rd day of November, 1909 by and between the City of Fort Wayne by and through its Board of Public Works, part of the first part and Gurbuch and Rinehart of Fort Wayne, Indiana, party of the second part, Witnesseth

That the party of the second part agree and hereby binds itself to sell and deliver to the City of Fort Wayne, six thousand or more tons of Hocking run pea and slack coal, of such quantity thereof as may be required by said City for use at its Electric Light and Power Plant, to be delivered in approximately even quantities monthly from the 1st day of January, 1910, to the 31st day of December, 1910, as the party of the first part may from time to time direct, and in the manner hereinafter

In consideration of which the party of the first part agrees, and hereby binds itself, to pay to the party of the second part the sum of forty-nine cents for each ton of coal as sold and delivered to said City F.O.B. Mines. In case during said year the quality of said coal, or quantity thereof delivered, is unsatisfactory to said Board of Public Works, said City may discontinue the further purchase of any of such coal. All coal is to be shipped and billed direct from the mines to said City at its said Municipal Lighting Plant over the Lake Shore and Michigan Southern Railroad on dump cars, and it is hereby agreed that if said coal is shipped on flat bottom cars the party of the second part shall pay to the party of the first part damages sustained by said City by reason of the failure to ship such coal on said dump cars, and it is agreed as liquidated damages.

that said party of the second part shall pay to the said party of the first part the sum of eight cents for each ton of coal or unloads same that may be shipped to said city on such flat bottom cars instead of such dumps as

Said city to pay the freight on all coal, as purchased by it, but it is understood and agreed that the freight rate shall not exceed \$1.35 per ton, and if lower rates can be obtained by the party of the second part than said city shall pay no more than the actual freight rate so obtained. All freight not over and above \$1.35 per ton, shall be paid by the party of the second part unless the rate from the Hocking District is advanced in like manner, in which event such advance in rate shall be paid by the party of the

It is mutually agreed between the parties hereto that payment by the first part shall be made to second party on or before the 15th day of each month based upon invoice weights on all coal delivered as aforesaid during the month previous thereto. The strict performance of this contract by the party of the second part and the prompt deliveries of coal herein on cars at said mines as aforesaid shall be subject to delays occasioned by strikes accidents or other unavoidable temporary casualties in the operation of said mines, want of car supply, failure of Railway Companies to deliver and place cars at mines for loading or other causes beyond the control of said party of the second part,

It is further agreed between the parties hereto that after the delivery of said coal on board cars by said party of the second part, said party, as the agent of the party of the first part, shall use its best endeavor with carriers to have said cars filled and sent forward promptly to destination.

The prices made in this contract are based upon the present mining rate and shall advance or decline as said rate of mining may advance or decline during the period of this contract.

It is agreed by the party of the second part that in the event that it becomes desirous on the part of the party of the first part to institute any suit against the party of the second part or the servants or its bondsmen after mentioned, or either of them for damages growing out of any breach or any of the provisions of this contract, or either of them, on the part of the party of the second part or said servants

and that said suit shall be brought in the Circuit or Superior Courts of ^{the County of} Allen, in the State of Indiana, no question shall be raised by the party of the second part or its sureties on its bond as to the jurisdiction of either of said courts over the persons of the party of the second part or its sureties on said bond, or any of them, and said party of the second part hereby agrees that neither of said Courts shall assume jurisdiction over the persons of the party of the second part and its said sureties.

This contract shall not be binding until the second party shall execute to the party of the first part a bond in the sum of Two thousand Dollars (\$2000.00) with sufficient surety Company surety known to be approved by the Mayor and City Controller of the City of the first part, and conditioned for the faithful performance by the party of the second part of all the terms, conditions and agreements herein contained to be performed by said party of the second part, and providing that the party of the second part and the sureties shall consent to the jurisdiction over their persons of the Circuit or Superior Courts of said County of Allen, in any suit instituted on such bond. Nor shall this contract be binding upon the party of the first part until it has been ratified and approved by the Common Council of said City.

Witness our hands and seals this 23rd day of November 1909

Attest
H. W. Becker
Clerk

E. J. Lemon.
Henry Schwartz
Jesse Brown
The Board of Public Works

Gustav V. Vinshart
by _____

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore on the 23rd day of November 1909, entered into by and between the City of Fort Wayne by and through its Board of Public Works and Gustav and Vinshart, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval

by the Mayor

W. C. Schinner

Done at the Common Council in the City of Fort Wayne, Indiana,
on the 20th day of December, 1909

We hereby certify that the Common Council of the City of Fort
Wayne, Indiana, at a regular meeting held on the 20th day of
December, 1909 by a majority vote of all the members did, did
pass the ordinance as hereto attached, and being a
General Ordinance is so

W. C. Schinner
President

—) Secy. of the Council
City Clerk

Presented to the Mayor for approval on the 20th day of December
1909

—) Secy. of the Council
City Clerk

Attest on this 28th day of December, 1909

W. C. Schinner

318
General Ordinance No 408

Introduced by
H. M. H. H.

An ordinance providing for the protection planting and cultivation of trees in the streets and public places in the City of Fort Wayne Ind. as amended December 28th 1909

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Ind. that no person or persons Corporation or Corporation placing or maintaining overhead wires for electric lights or power purposes or for telephone telegraph or other purposes or the agents or employees of said person or persons Corporation or Corporation shall place or maintain the same so that they will enter from with or injure in any manner shade or ornamental trees in any of the public streets, highway, avenue, lane or alleys of the City of Fort Wayne, or upon the private property of individuals within the City. That no person or persons in placing said electric telegraph or other wiring or fixtures connecting them with shall cut, hack or injure in any manner with an ax, knife, saw or any other instrument any of said trees. No person shall wilfully or maliciously hurt or in any manner injure any tree located upon any Public highway or avenue, lane or alley, within the said City or upon private property provided that if the person, company or corporation desiring to place such wires over private property the consent of the owners of such property to the trimming of trees thereon shall be sufficient authority for such trimming and provide further that when it shall be necessary to string such wires in streets, alleys or public places and to trim the trees standing thereon the same shall be done under the authority and direction of the Superintendent of Parks and City Forests

Sec. 2. No person or persons shall hitch or cause to be hitched any horse or span of horses to any shade or ornamental tree standing within any public street, highway, avenue, lane or alley within the City of Fort Wayne, or hitch or cause to be hitched or left standing in any place where any horse or horses shall destroy, bite or rub against any of the shade or ornamental trees upon the property of private individuals without the consent of the owners upon which the same may be located

No trees shall be planted in any street or public highway of the City of Fort Wayne at a distance of less than twenty feet from any other tree standing in the same street except by a written permit from the City Forester or at a distance of less than two feet from the established sidewalk line of said city. No shade or ornamental tree plants or shrub shall be planted in any of the public highways of the City of Fort Wayne until the City Forester shall have approved the kind or variety thereof and designated thereof and granted a permit for the planting of the same. No person shall without written permit of the City Forester remove, destroy, break, cut, deface, trim or in any way injure or interfere with any trees, plant or shrub that is now or hereafter may be grown in any of the street or public places of the City of Fort Wayne.

Sec. 4. The City Forester shall have full power and authority over all trees plants and shrubs planted and hereafter planted in the streets and public highways of the City of Fort Wayne. Including the right to plant new trees and to care for the same to superintend regulate and encourage the preservation, culture and planting of trees, to direct the time and method of trimming the same.

Sec. 5. The City Forester shall recommend the kind of trees to be planted best adapted to the soil where no trees are located upon the streets outside of the business district. All persons owning property in the residence district not having trees upon the fronts or sides of lots must plant same where as directed by City Forester. If any person or persons owning property in the City of Fort Wayne within the residence district receiving such notices from City Forester to plant fails to comply with such notices it shall then be the duty of the City Forester to plant such trees as are best suited for the soil and the expense shall be the actual cost of such trees and labor, and shall be a lien against such property for the same.

Sec. 6. Any person or persons, company, corporation or corporations violating any of provisions of this ordinance shall be punished by a fine of not less than ten dollars (\$10.00) nor more than one hundred for each offense. It shall be the duty of the City Forester to see that the provisions of this ordinance are obeyed.

Sec. 7. All laws and parts of laws in conflict with any

of the provisions of this ordinance are hereby repealed.
 Sec 8. This ordinance to be in full force and effect on
 and after its passage and approval by the Mayor and
 legal publication

J. M. Henry

Done at the Council Chamber in the City of Fort Wayne
 Indiana on the 28th day of December 1909

We hereby certify That the Common Council of the City of
 Fort Wayne Indiana at a regular meeting held on the
 28th day of December 1909, by a majority vote of all the
 members elect, did pass the ordinance herewith attached
 and known as General Ordinance No 408

W. C. Schwinz
 President

J. Frank Mungovan
 City Clerk

Presented to the Mayor for approval on the 30th day
 of December 1909

J. Frank Mungovan
 City Clerk

Approved this 30th day of December 1909

Wm. J. Henry

General Ordinance No 409

Enacted by
the City of Fort Wayne

Our ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Kaough Coal Company on the 23rd day of November, 1909, relative to the purchase by said City of Coal.

Whereas, Heretofore, on the 23rd day of November 1909, the City of Fort Wayne entered into a contract with the Wm Kaough Coal Company providing for the purchase of a year's supply of coal by said City from said Company for its No 2 Pumping Station which contract is in the following words:

This agreement made this 23rd day of November 1909 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and the William Kaough Coal Company, party of the second part, witnesseth:

That in consideration of the purchase by said City from the party of the second part of its year's supply of coal, to be used at its No 2 pumping station from the 1st day of January 1910 to the 31st day of December 1910, in the manner hereinafter provided, the party of the second part agrees to furnish to said City during said period of time such quantity as said City may desire of the following described coal and for the price set opposite the same respectively:

Kind of Coal	Per. F.O.B. Mines
Cambridge mine run	\$.90
Cambridge 3/4 Lump	1.00
Kanawha, W. Va. Gas mine run.	

Said City to buy from said Company all of the coal used by it at its No 2 pumping station during said period of time so long as the kind, quality and quantity is satisfactory to said Board of Public Works and the same to be shipped and billed on flat bottom cars direct from the mines to said City at its said pumping station on the New York, Chicago & St Louis Railroad. Said City to pay all freight on all coal so purchased by it and it is understood and agreed, that the freight rates for all the first two named kinds of coal, shall not exceed \$1.25 per ton and the freight rate on the last mentioned coal shall not exceed \$1.40 per ton but if lower freight rates can be obtained by the party of the second part then said City shall pay no more than the actual freight rate so obtained.

It is mutually agreed between the parties hereto that payments by the first party shall be made to second party on or before the 15th day of every month based upon invoice weights.

on acc. coal delivered as aforesaid during the month previous
thereto. The strict performance of this contract by the party of
the second part and the prompt delivery of coal hauled on
cars at said mines as aforesaid shall be subject to delays
occasioned by strikes, accidents and other unavoidable
temporary casualties in the operation of said mines and want
of car supply and failure of railway companies to deliver
and place cars at the mines for loading, or other causes
beyond the control of the said party of the second part.

It is further agreed between the parties hereto that after
the delivery of said coal on board of said cars by said party
of the second part said party at the request of the first party
and as the agent of the party of the first part will use its best
endeavors with the carriers, to have said cars of coal delivered
as aforesaid billed and sent forward promptly to destination.

The prices made in this contract are based upon the present
mining rate and shall advance or decline as said rate of
mining may advance or decline during the period of this contract.

All freight rates over the above that mentioned in this contract
shall be paid by party of the second part.

This contract shall not be binding or take effect until the
second party shall execute to the party of the first part a bond in
the sum of One thousand Dollars with sufficient surety known
to be approved by the Mayor and City Controller of party of the
first part and conditioned for the faithful performance by party
of the second part of all terms, conditions and agreements
herein to be performed by it and until this contract has been
ratified and approved by the Common Council and said City.

Witness our hands and seals this 23rd day of November
1909

Attest
Julian F. Franke
City Clerk

City of Fort Wayne by

E. J. Lamon
Henry Schwartz
James Brosius
Its Board of Public Works
Wm. Hough Coal Company
by William Hough
its President

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, that the contract heretofore on the 23rd day
of November 1909, entered into by and between the City of
Fort Wayne by and through the Board of Public Works
and the Wm Hough Coal Company, as fully set forth
in the preamble hereto be and the same so hereby in all
things ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December 1909.

We do hereby certify that the Common Council of the City of Fort Wayne Indiana at a Special Meeting held on the 30th day of December 1909 by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 409.

W. C. Schewier
President

Frank W. Mueggen
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909.

Frank W. Mueggen

Approved this 30th day of December 1909.

Wm. H. ...
Mayor

General Ordinance No. 409

An ordinance, of providing and establishing a contract entered into on the 6th day of December, 1909, by and between the City of Fort Wayne, and Frank A. Draker, providing for the removal of garbage.

Section 1. Whereas, heretofore, on the 6th day of December 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Frank A. Draker for the removal of kitchen garbage and other matter during the year, 1910. which contract is as follows:

This agreement made this 6th day of December 1909, by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and Frank A. Draker of the City of Fort Wayne, party of the second part. Witnesseth.

That for the consideration hereinafter expressed that party of the second part shall and lawfully agree to collect and remove all kitchen garbage tin can broken dishes and glassware during the year 1910, from the territory described in districts Nos. one, two and five (1, 2 and 5) referred to and mentioned in the official specifications adopted by said board for the removal of such garbage which specifications are on file in the office of said board and are for identification signed.

the parties hereto such kitchen garbage tin cans and broken dishes and glassware to be collected and removed in accordance with and as provided by such specifications above referred to which are hereby made part of this contract and all the conditions terms and provisions of said specifications shall be complied with and performed by the parties hereto the same as if such specifications and provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed the party of the first part agrees to pay to the party of the second part the sum of \$2,695, said sum to be paid in equal monthly installments at the end of each month; and for the work performed under this contract, during each month less such deductions as the said Board of Public Works may be authorized to make under said specifications.

It is further agreed by the parties hereto that this contract shall not be by party of second part assigned, in whole or in part without the written consent of said Board of Public Works, and the second party shall and hereby agrees to furnish a bond in the sum of \$1,500, to be approved by the Board of Public Works conditioned that he will faithfully comply with and carry out the terms and stipulations of his part to be performed, contained in this contract and said specifications.

Witness our hands and seals this day and year first above written.

Attest
G. W. Becker.

City of Fort Wayne by.

E. J. Lennon
Henry Schwartz
B. A. Shaver

Its Board of Public Works
Frank A. Draker

Know all men by these presents that Frank A. Draker as Principal and L. C. Jollinger and August Jollinger as sureties of the City of Fort Wayne County of Allen and State of Indiana are held and firmly bound unto the City of Fort Wayne in the sum of One thousand five hundred Dollars (\$1,500.) for the payment of which we jointly and severally bind ourselves our heirs executors and administrators.

Witness our hands and seals this 7th day of December 1909

The condition of the above obligation is such that if the above named Frank A. Draker shall faithfully comply with the provisions of a contract entered into on the 6th day of December 1909, with the City of Fort Wayne relation to the removal of garbage in such city and shall fulfill all the conditions and stipulations in said contract provided

According to the laws, rules and regulations thereof, thus the obligation to be made and void, otherwise to remain in force, for and effect

James H. Gollinger (Seal)
 August 1890 (Seal)

Approved this 9th day of December 1900

E. J. Gollinger
 Mayor
 R. W. Brown

Board of Public Works

Section 2. That ordinance by the Board of Public Works of the City of Fort Wayne, Indiana, that the contract entered into on the 14th day of December 1900 by and between the City of Fort Wayne, Indiana, through the Board of Public Works and Grant, W. Draper, providing for the removal of all Dutchman cargo from said City was fully set forth in the preamble thereto and the same is hereby approved, ratified and confirmed.

Section 3. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor
 E. J. Gollinger

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December 1900.

We do hereby certify that the Common Council of the City of Fort Wayne, Indiana at a special meeting held on the 30th day of December 1900 have approved of and confirmed the ordinance attached and known as General Ordinance No. 410.

W. C. Johnson
 President

James H. Gollinger
 Mayor

(Presented to the Mayor for approval on the 30th day of December 1900)

James H. Gollinger
 Mayor

Approved this 30th day of December 1900

W. C. Johnson
 President

Deed of Conveyance No 411

Witnessed by
T. C. ...

An ordinance approving and ratifying a contract entered into on the 6th day of December 1909, by and between the City of Fort Wayne and Reginald McKieley providing for the removal of garbage

Section 1. Whereas, hereinafter on the 6th day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Reginald McKieley for the removal of kitchen garbage and other matter during the year 1910, which contract is in and to the effect that the City of Fort Wayne, by and through its Board of Public Works part of the first part and Reginald McKieley of the City of Fort Wayne, part of the second part, Witnesseth:

That for this consideration hereinafter expressed the party of the second part shall and hereby agrees to collect and remove all kitchen garbage, tin cans, broken dishes and glassware during the year 1910, from the territory described in Schedule A referred to and mentioned in the official specifications adopted by said Board for the removal of such garbage, which specifications are on file in the office of said Board and are for identification signed by the parties hereto, such kitchen garbage, tin cans, broken dishes and glassware to be collected and removed in accordance with and as provided by such specifications, above referred to which are hereby made a part of this contract and all the conditions, terms and provisions of said specifications shall be complied with and performed by the parties hereto the same as if such specifications and provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements hereinafter expressed the party of the first part agrees to pay to the party of the second part the sum of \$1,026, said sum to be paid in equal monthly installments at the end of each month and for the work performed under this contract during each month less such deductions as the said Board of Public Works may be authorized to make under said specifications.

It is further agreed by the parties hereto that this contract shall not be by party of second part assigned in whole or in part, without the written consent of said Board of Public Works and the second party shall and hereby agrees to furnish a bond in the sum of \$500 to be approved by the Board of Public Works and to be approved by the Board of Public Works that he will faithfully comply with and carry out the terms and stipulations on his part to be

As before contained in this Ordinance and said specifications
(Witness our hand and seal the day and year first above
written.

attest

NW Brooks,

Clerk.

City of Fort Wayne, Ind.

E. J. Leamon

Henry Schwartz

R. A. Strawn

Board of Public Works

Reginald McRinty

Know all men by these presents that Reginald McRinty, Mayor of the City of Fort Wayne, County of Allen, and State of Indiana, on behalf and jointly bound unto the City of Fort Wayne in the sum of Five hundred Dollars (\$500) for the payment of which we jointly and severally bind ourselves our heirs, executors and administrators

Witness our hands and seals this 9th day of December 1909. The condition of the above obligation is such that if the above named Reginald McRinty have faithfully complied with the provisions of a contract entered into on the 6th day of December 1909 with the City of Fort Wayne relative to the removal of garbage in said city and shall fulfill all the conditions and stipulations in said contract provided according to the true intent and meaning thereof, then this obligation to be null and void; otherwise to remain in full force and effect

Reginald McRinty (seal)

Henry M. Rinty (seal)

W. S. Archer (seal)

Approved this 9th day of December 1909

E. J. Leamon

Henry Schwartz

R. A. Strawn

Board of Public Works

Section 2. Be it ordained by the Common Council of the City of Fort Wayne, that the contract entered into on the 6th day of December 1909 by and between the City of Fort Wayne, by and through its Board of Public Works and Reginald McRinty providing for the removal of all kitchen garbage from said city as fully set forth in the preamble hereto, be and the same is hereby approved, ratified and confirmed.

Section 3. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

John C. Hargrave

Done at the Common Chamber in the City of Fort Wayne, Indiana on the 20th day of December 1909.

do hereby certify. That the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 30th day of December 1909 by a majority vote of all the members elected did pass the ordinance hereto attached and known as
 Ordinance No. 411.

W. C. Scherian
 President

J. Frank Mangrove
 City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

J. Frank Mangrove
 City Clerk

Approved this 30th day of December 1909

Wm. J. Harny
 Mayor

General Ordinance No. 411

Enacted by the City of Fort Wayne, Indiana, an ordinance approving and ratifying a contract entered into on the 6th day of December 1909, by and between the City of Fort Wayne, and David M. Winburn providing for the removal of garbage.

Section 1. Whereas hereon on the 6th day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with David M. Winburn for the removal of kitchen garbage and other matter during the year 1910, which contract is as follows:

This agreement, made this 6th day of December 1909, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and David M. Winburn of the City of Fort Wayne, party of the second part Witnesseth That for the consideration hereinafter expressed the party of the second part shall and hereby agrees to collect and remove all kitchen garbage, tin cans broken dishes and glass ware during the year 1910, from the territory described in District No. 3 referred to and mentioned in the official specifications adopted by said Board for the removal of such garbage which specifications are on file in the office of said Board and are for identification signed by the parties hereto such kitchen garbage tin cans broken dishes and glassware to be collected and removed in accordance with and as provided by such specifications above referred

to which are hereby made a part of this contract, and all the conditions terms and provisions of said specifications shall be complied with and performed by the parties hereto the same as if such specification and the provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed the party of the first part agrees to pay to the party of the second part the sum of \$1,355 said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract the sum of ~~their work~~ ^{their work} with less such deductions as the said Board of Public Works may be authorized to make under said specifications.

It is further agreed by the parties hereto that this contract shall not be by party of the second part assigned in whole or in part without the written consent of said Board of Public Works, and the second party shall and hereby agrees to furnish a bond in the sum of \$500 to be approved by the Board of Public Works conditioned that he will faithfully comply with and carry out the terms and stipulations on his part to be performed contained in this contract and said specifications.

Witness our hands and seals the day and year first above written

Attest

W. B. Lecher.

City of Fort Wayne to

E. J. Lennon

Henry Schwaab

R. B. Strawn

Its Board of Public Works

Daniel M. Wilson

Know all men by these presents that David M. Winburn as principal, and William M. Swayne and Samuel F. Swayne as sureties of the City of Fort Wayne, County of Allen and State of Indiana are held and firmly bound unto the City of Fort Wayne in the sum of Five hundred Dollars (\$500) for the payment of which we jointly and severally bind ourselves our heirs executors and administrators

Witness our hands and seals this 6th day of December 1909. The condition of the above obligation is such that if the above named David M. Winburn, shall faithfully comply with the provisions of a contract entered into on the 6th day of December, 1909 with the City of Fort Wayne relative to the removal of garbage in such City and shall fulfill all the conditions and stipulations in said contract provided according to the true intent and meaning thereof then this obligation to be null and void otherwise to remain in full force and effect

David M. Wamburn (Seal)
William M. Swayne (Seal)
Samuel F. Swayne (Seal)

Witnessed this 4th day of December 1909

E. J. Lumsden
Henry Scherwin
B. A. Strawn
Board of Public Works

Section 2. Be it ordained by the Common Council of the City of Fort Wayne, that the contract entered into on the 6th day of December 1909, by and between the City of Fort Wayne by and through its Board of Public Works and David M. Wamburn providing for the removal of all kitchen garbage from said City and for the use of said garbage in the preamble hereto, be and the same is hereby approved, ratified and confirmed

Section 3. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

(A. M. Goring)

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 30th day of December 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana, at a special meeting held on the 30th day of December 1909 by a majority vote of all the members elected did pass the ordinance hereto attached and known as
Bill of Ordinance No. 412

W. C. Scherwin
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of
December 1909

Frank Mungovan
City Clerk

Approved this 30th day of December 1909

Wm. J. Honey
Mayor

General Ordinance No. 1

Introduced by (C. W. Schuman) regulating the sale and distribution of water by the Board of Public Works.

Whereas it has appeared, been demonstrated, that the furnishing of water by the Water Works Department to consumers on a flat rate basis has operated in a useless and careless waste of pure water, without remuneration to city or benefit to the consumer, and

Whereas it has come to the knowledge of said department and this Council that large quantities of water have been used through the flat rate service by persons who are neither paying consumers of water from the city or entitled to the use thereof and thus causing constant daily violations of the rules of the Water Works Department, in this manner the city has suffered a considerable pecuniary loss, and

Whereas the furnishing of water through a metered service will not and does not work any hardship upon any legitimate consumer of water, but will reduce the bills of such consumer and at the same time save a great loss to the city and be protective of the water supply, Now therefore, Section 1. Be it ordained by the Council of the City of Fort Wayne, that from and after the taking effect of this ordinance all applications for water from the City Water Works Department be placed on a meter service and rate and that from and after said time no contracts be entered into by said City for the furnishing of water on a flat rate.

Section 2. That the Board of Public Works be and it is hereby directed to cause all present consumers of water to be placed on a meter service and rate and in such manner that by the first day of January, 1910 there will be no consumers of city water paying for the same on a flat rate.

Section 3. That in placing all consumers of city water on a meter service and rate and in abolishing the flat rate service said Board of Public Works shall on and after the 1st day of January, 1910 divide the territory within the corporate limits of said city into districts as said Board may deem proper and shall then proceed with the changing of all present flat rate service to meter service in each of said districts until all of said flat rate service have been abolished as required in Section 2 hereof.

Section 4, That every service, line or connection of every kind and character not embraced within section one and two of this ordinance, excepting, however, the service lines known as automatic sprinkler systems, shall be by said Board of Public Works, metered upon the installation thereof and every such service, line or connection now installed shall be by said Board so metered not later than the first day of January 1911.

Section 5 That every meter hereafter installed by said Board of Public Works for any service, line or connection of any kind or character shall be at the time of the installation thereof properly and securely sealed and every such meter now installed shall be by said Board so sealed not later than the first day of January 1911.

Section 6. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor

W. C. Schuirer

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December 1909.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Special Meeting held on the 30th day of December 1909. by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No. 413

W. C. Schuirer
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

J. Frank Mungovan
City Clerk

Approved this 30th day of December 1909

W. J. Hoagy
Mayor

General Order No. 214

189
1890

Subscribed by: An ordinance ratifying and approving a contract entered into on the 28th day of December 1909 by and between the City of Fort Wayne and Bernhard Rosenstein

Whereas hereupon on the 28th day of December 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Bernhard Rosenstein relative to the construction of the Market House, which contract is in the following tenor:

This agreement made this 28th day of December 1909 by and between Bernhard Rosenstein, both of the first part and for convenience hereinafter designated, the "Contractor" and the City of Fort Wayne, Indiana, by and through its Board of Public Works, of the second part and for convenience hereinafter designated the "City" understands;

That in consideration of the mutual covenants and agreements hereafter contained, it is agreed by the parties hereto that:

Article 1. The Contractor shall, and will, and does agree, and binds himself to provide all the materials and perform all the work for the complete construction of a Market House on Hanna Place, Market of according to its specifications, with and as shown by the drawings and specifications for said work, prepared by Mahurin and Mahurin, Architects and on file in the office of said Board and identified by the signature of the parties hereto which drawings and specifications and all the provisions thereof are hereby made parts of this contract and binds upon the parties hereto the same as if fully copied and set forth herein.

Article 2. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done by the Contractor under the direction of said Architect and said Board of Public Works and their decision as to the true construction and meaning of said drawings and specifications shall be final and binding upon the parties hereto.

Article 3. No alterations or additions shall be made in or to the work except upon the written notice of said architect and said Board of Public Works, and the amount of any such

the City or allowed by the Contractor by reason of such additions or alterations shall be stated in said written order.

Article 4. The Contractor shall provide sufficient safe and proper facilities at all times for the inspection of the work by the architects and said Board of Public Works or other authorized representations and shall within twenty-four hours after receiving written notice from the architects and said Board to that effect proceed to remove from the grounds or buildings all materials condemned by said architects and said Board, whether worked or unworked and to take down all portions of the work which said architects and said Board shall by like written notice condemn as unsound or improper or as in any way failing to conform to the drawings and specifications and shall make good all work damaged or destroyed thereby.

The condemnation of any work or material by the architects and said Board as well as any finding that materials or work do not conform to the drawings and specifications shall be final and binding upon the parties.

Article 5. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence,

for nonperformance of any of the agreements herein, refusal, neglect or failure being certified by the architects the City shall be at liberty after three days written notice to the Contractor, to provide any such labor or materials and to deduct the cost thereof from any money then due or then after to become due to the Contractor under this contract: and if the architects shall certify that such refusal, neglect or failure is sufficient ground for such action, the City shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this contract of all material, tools, and appliances thrown, and to employ any other person or persons to finish the work, and to provide the materials, storage, and in case of such discontinuance of the employment of the Contractor he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished at which time if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the City in finishing the work, such excess shall be paid to the Contractor.

to the Contractor: but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided either for furnishing materials or for furnishing the work, and any damage incurred through such default shall be audited certified by the architects and said Board of Public Works as to its extent and shall be conclusively upon the Contractor.

Article 6. The Contractor shall complete the work called for in this contract within eight months from the date of its being by the Common Council of said City and shall pay to said City, as liquidated damages for his failure to complete said work within said time, the sum of Two Dollars (\$2) per day for each day of twenty-four hours that shall elapse after the expiration of said eight months and the completion of said work in the event that the same is not completed within said eight months except in case of suspension of work by one of the causes or reasons mentioned in Article 7 and unless of time for completion has been granted, hereafter to and after the date of the said suspension.

(Article 7) Should the Contractor be delayed in the prosecution or completion of the work by the act neglect and default of the City or said architects, or by any damage caused by fire or other cause, without the fault of the Contractor or by general strikes, or lockouts caused by labor, then the time fixed herein for the completion of said work shall be extended for a period of time. The time lost by reason of any or all the causes aforesaid within stated period shall be determined and fixed by the architects and said Board. That no extension of time shall be made, or granted unless a claim therefor is presented in writing to the architects and said Board, within forty-eight hours of the occurrence or cause of such delay.

Article 8. It is further hereby mutually agreed between the parties hereto that the sum to be paid by the City to the Contractor for said work and materials complete and as called for and provided in this contract, including said specifications and drawings shall be twenty thousand Dollars (\$20,000) subject to additions and deductions as hereinbefore provided and that such sum shall be paid by the City upon certificate of the architects as provided in said specifications.

The final payment shall be made within thirty days after the entire completion and acceptance of the work called for in this contract.

If at any time there shall be evidence of any lien or claim for which if established the City might become liable, and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or then after to become due an amount sufficient to completely indemnify said City against such lien or claim. Should there prove to be any such claim or lien after the payments are made the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging any such claim or any lien on said moneys made obligatory in consequence of said contract.

Article 9. It is further mutually understood and agreed between the parties hereto that no certificate given or payments made under this contract shall be deemed as evidence of the performance of this contract either wholly or in part and the final acceptance of said work by said Board and the final payment shall only be construed as prima facie evidence of the completion or performance of this contract by the Contractor.

Article 10. It is further understood and agreed by the parties hereto that he will pay for all materials and labor that may be used or performed in the construction and completion of the work herein called for and that he and the sureties upon his bond shall be liable jointly and severally to any person or persons furnishing any such materials or labor.

Article 11. It is further agreed by said Contractor that he shall within ten days from the ratification of this contract by the Common Council of said City execute and deliver to said City a bond in the sum of Twenty thousand Dollars (\$20,000) with surety to be approved by said Board of Public Works and conditioned that the Contractor will faithfully and completely perform all the conditions, requirements and provisions of this contract including said specifications and drawings.

This contract to be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

In witness whereof the parties have hereunto set their hands and seals the day and year first above

1891

Attest
A. W. Risher
Clerk

City of Fort Wayne, Ind.
12 December
Henry A. Swartz
R. B. Starnes
City Board of Public Works

Bernhard Rodenstein

Dec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the Contract heretofore on the 28th day of December 1904 entered by and between the City of Fort Wayne, by and through its Board of Public Works and Bernhard Rodenstein, as party and first in the preamble hereto be and the same in in all things so defined and

Dec. 2. That this ordinance be in full force and take effect from and after its passage and approval by the

Done at the Council Chamber in the City of Fort Wayne, Indiana at a Special Meeting held on the 30th day of December

The Mayor Certifies That the Common Council of the City of Fort Wayne, Indiana at a Special Meeting held on the 30th day of December 1904 by a majority vote of all the members did pass the ordinance hereto attached and known as General Ordinance

W. C. Schaefer
President

J. Frank

Presented to the Mayor for approval on the 30th day of December 1904

J. Frank

Approved this 30th day of December 1904

U. S. S. S.

General Ordinance No. 415

Ordinance ratifying and approving a contract entered into on the 2nd day of December 1909 by and between the City of Fort Wayne and the Fort Wayne Electric Works.

Whereas heretofore on the 2nd day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works relative to the purchase of transformers for use in the Electric Light and Power Plant, which contract is in the following words:

Fort Wayne Electric Works
Executive Office
Fort Wayne Indiana.

Estimated Value of Transformers.

This contract and agreement executed in duplicate made and executed on the 29th day of November 1909 by and between the Fort Wayne Electric Works of Fort Wayne, Indiana, the first party of the first part, and Board of Public Works of Fort Wayne, Indiana, the second party of the second part, their contents are as follows:

Witnesseth: That for and in consideration of One Dollar and other valuable considerations paid by said party of the first part to said party of the second part, the receipt of which is hereby acknowledged by the said party of the second part, the said party of the second part hereby agrees to purchase of the said party of the first part multiple transformers that the second said party of the second part may require during a period of one year from the date of this contract, for use by it in the operation of the electric plants controlled by all standard transformers to be rated 1100-220 primary, 110-220 volts secondary.

The party of the second part agrees to pay the party of the first part for all transformers purchased under this contract within thirty (30) days from date of shipment thereof the price and in the manner set forth in Transformers Schedule "A" signed by the parties and on file in the office of said Board, which schedule and all provisions thereof are hereby made parts of this contract; and all transformers to be used as above mentioned shall be the type A transformer as manufactured by the said party of the first part at Fort Wayne Ind.

For and in consideration of the exclusive purchase of transformers as heretofore mentioned from the said party

of the second part the said party of the first part hereby agrees that all transformers purchased under this contract shall be free from all inherent electrical and mechanical defects and to hold said party of the second part harmless and indemnified against all sums which the said party of second shall be adjudged to pay in any suit brought against it alleging infringement of patents by the use of the transformers hereinbefore mentioned provided that the party of the first part be given immediate written notice of suits and permission through their counsel to defend same: and provided further that the party of the second part is not in default in its payment.

Said party of the first part hereby agrees to sell, to the said party of the second part standard multiple transformers as hereinbefore mentioned, and to deliver the same to the said party of the second part at a discount of 50-10-20 per cent from said schedule "A" dated June 1, 1914.

Said Transformer Calculated being the one so made, a
part of the ...

Should the trans-foreign of her own standard be required, these will be furnished at prices comparable with prices on standard trans-foreign as specified in the contract.

The party of the second part agrees that he is under no obligation inconsistent with the carrying out of the conclusion of this agreement.

This Contract is not binding unless approved by an executive officer of the Fort Wayne & Erie Works.

These contracts not binding unless approved by the Common Council of Ford City

Fort Payne Electric Works

By, "I. E. Hall. Agent

received by

E. L. Simon.

Henry Schwartz-

Miss. B. 11. 11.

The above contract and agreement is hereby ratified and
and approved by us at Fort Wayne, Indiana this 2nd
day of December, 1900

Post Office to Electric Works
by A.A. Silva. 1911

Dec. 1. Be it ordained by the Common Council of the City of Fort Wayne, That the contract heretofore on the second day of December 1909, entered into by and between

the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Electric Works is fully set forth in the preamble thereto and the same is in all things ratified and approved.

Sec. 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December 1909.

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a special Meeting held on the 30th day of December 1909, by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance 415.

W. C. Schriener
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

J. Frank Mungovan
City Clerk

Approved this 30th day of December 1909

Wm J. Harrison
Mayor

General Ordinance No. 411.

Whereas by an ordinance ratifying and approving a contract entered into on the 23rd day of December 1909 by and between the City of Fort Wayne and the Fort Wayne Electric Works,

Whereas hereafter on the 23rd day of December 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works relative to the purchase of electric lamps for use in the Electric Light & Power Plant, which contract is in and to the effect as follows:

Commence, Contract

This agreement made this 29th day of November 1909, between the Fort Wayne Electric Works a New York corporation (hereinafter called the company) and the Board of Public Works of Fort Wayne, State of Indiana (hereinafter called the

Witnesseth: Whereas the Company controls or is licensed under certain United States Letters Patent relating to incandescent Electric Lamps and processes and apparatus used in the manufacture thereof which said Letters Patent are enumerated on back of one of the exhibits to this contract.

And whereas the Purchaser desires to purchase and the company is willing to sell to the Purchaser incandescent electric lamps embodying or made in accordance with said invention

1. The company agrees to sell and the Purchaser agrees to take, within one year from date hereof, and to pay for a quantity of Edison and G. E. Incandescent Electric Lamps which is at the list prices stated in the schedule therefor hereinafter referred to (less hereinafter mentioned discounts) such aggregate amount estimated to cover the Purchaser's requirements during the period of one year from date. The above lamps will be shipped from time to time as the Purchaser may request, and will be billed accordingly. The Purchaser agrees that payment for such shipments shall be made at the list prices subject to the discounts to which the Purchaser may be entitled as hereinafter stated within thirty days from the date of invoice, said list prices being stated in Lamp Price Schedules C-1, C-2, C-3, C-4, C-5, F-1, F-5, F-6, J.A-1 and J-1 signed by the parties and on file in the office of said Board each of which schedule and all the provisions thereof are hereby made parts of this contract.

2. The Purchaser is entitled during the period covered by this agreement, (but only so long as all the conditions of this agreement are fully lived up to by the Purchaser) to the following discounts from list prices given in the schedule hereto attached:

- C-1 Regular large carbon $17\frac{1}{2}$ per cent discount
- C-2 Irregular large carbon $17\frac{1}{2}$ per cent discount
- C-4 Cond. and Rec. Min. carbon $17\frac{1}{2}$ per cent discount
- C-5 Battery and telep. Min carbon $17\frac{1}{2}$ per cent discount
- G-1 Reg. large gen - 80 watts and under $17\frac{1}{2}$ per cent discount
- G-1 Reg. large gen 100 Watts and over Meridian Gen $17\frac{1}{2}$ per cent discount standard package $7\frac{1}{2}$ broken package
- T-1 Reg. large Tungsten $17\frac{1}{2}$ -10 per cent discount standard package: $7\frac{1}{2}$ per cent broken package.
- T-5 Battery Min. Tantalum $17\frac{1}{2}$ -10 per cent discount standard package: $7\frac{1}{2}$ broken package
- T-6 Short Series Tungsten, $17\frac{1}{2}$ -10 per cent discount standard package: $7\frac{1}{2}$ broken package.
- T.A.-1 Reg. Large Tantalum, $17\frac{1}{2}$ -10 per cent discount standard package $7\frac{1}{2}$ broken package

3. The Company agrees that lamps purchased under this agreement may be furnished either as for renewal or at any price the Purchaser may establish to consumers of current on lighting circuits to which the Purchaser supplies current exclusively or on circuits which are owned or controlled by him.

4. The Purchaser agrees that the transportation (not including cartage) allowed on lamps shall be in accordance with the Company's published rules regarding deliveries as shown in delivery schedule and extra price schedule signed by Porter and on file in said Board's office, which schedule, and all provisions thereof are hereby made parts of this contract and marked Exhibit D.

5. The Company agrees that at any time after thirty (30) days from its acceptance of this agreement or at any time after thirty (30) days from the acceptance of any additional future delivery orders under this agreement (provided that the Purchaser at the date of such acceptance shall have specified fully the types of lamps required under this agreement or any additional schedule) it will make prompt shipments and if at any time thereafter prompt shipments cannot be made the necessities of the Purchaser require prompt shipments, express charges will be prepaid or allowed in accordance with the Company's published rules regarding deliveries as shown in Delivery Schedule

terminals. The Purchaser agrees that broken packages quantities of lamps are to be supplied by the Company with an allowance for transportation F.O.B. only the Company's factory or establishment.

The Company further agrees that the net prices allowed the Purchaser under this agreement are the lowest given since on Purchasers purchasing in like amounts who may have signed future delivery orders with the Company and that during the period covered by this agreement should the Company make any reductions in price affecting similar customers purchasing in like amounts, the Purchaser shall be immediately notified and will thereafter receive the benefits of such reduction in price on lamps shipped after the day on which such lower prices took effect.

7. Breach of any of the provisions of this contract or any failure to maintain and observe prices, rules and regulations in accordance herewith shall give the Company the option immediately to cancel this contract and the Purchaser is hereby expressly put on notice that in case of any such failure he can thereafter obtain lamps manufactured under the Seller's Patent above enumerated only at standard post age prices, without any discount whatever or in case he fails to take and pay for during the ensuing year all the lamps contracted for hereunder, he can thereafter obtain lamps manufactured under the Seller's Patent above enumerated only at a price based on the net value of lamps actually purchased hereunder.

8. It is understood that subject to cancellation at any time at the Company's option the Purchaser may purchase Tungsten and Tantulum Lamps from any Licensed Manufacturer and that the Purchaser is excluded from taking the full quantity of lamps required hereunder provided it can be shown by the Purchaser that during the period of this contract and prior to the date of written notification of said cancellation he has purchased from any licensed manufacturer or his agent a quantity of Tungsten or Tantulum Lamps of multiple types only, (made under the provisions of the License Agreement) the aggregate net price value of which together with the purchases under this contract make up the required quantity.

This agreement does not become binding on the Company until accepted in writing at the foot hereof by the salesman agent or his duly authorized representative located in the main sales office of the Company)

E. J. Connor
Harry Schwartz

Accepted This 23rd day of December 1909
Fort Wayne Electric Works
By F. S. Huntington Treasurer

Section 1 Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 23rd day of ~~November~~ December 1909, entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Electric Works as fully set forth in the preamble hereto be and the same is in all things rat and void and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor
11 6 12 1909

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 30th day of December 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 30th day of December 1909 by a majority vote of all the members elect, did pass the ordinance hereto attached and known as
General Ordinance 11 6 12 1909

W. C. Schuivins
President

J. Frank Munger
Secretary

Presented to the Mayor for approval on the 30th day of
December 1909

J. Frank Munger
Secretary

Approved This 30th day of December 1909

Wm J. Hasey
Mayor

General Ordinances

Indorsed by
the Council

An ordinance ratifying and approving a contract entered into on the 2nd day of December 1909, by and between the City of Fort Wayne and the Fort Wayne Electric Works

Whereas said City on the 2nd day of December 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works relative to the purchase of meters for use in the Electric Light & Power Plant which contract is in the following words to-wit:

Fort Wayne Electric Works

Respectfully Offers

Fort Wayne, Indiana

Future Delivery Meter Contract

This Contract and Agreement executed in duplicate made and entered into this 29th day of November 1909 by and between the Fort Wayne Electric Works of Fort Wayne, Indiana Party of the first part and Board of Public Works of Fort Wayne, Ind. Party of the second part their successors and assigns

Witnesseth: That for and in consideration of One Dollar and other value hereinafter mentioned paid by said party of the first part to said party of the second part the receipt of which is hereby acknowledged the said party of the second part hereby agrees to furnish and install said party of the first part, all electric alternating current integrating wattmeters which the said party of the second part

during a period of one year from the date of this Contract, for use by it in the operation of the electric plants controlled by it and to pay for all meters purchased under this Contract within thirty days from the date of shipment thereof the price set forth in Schedule "A" and "B" signed by the parties and on file in the office of said Board which Schedule and the provisions thereof are hereby made part of this contract and all said meters to be used as above mentioned shall be of Type "R" alternating current integrating wattmeters as manufactured by the said party of the first part at Fort Wayne

For and in consideration of the exclusive purchase of alternating current integrating wattmeters as hereinbefore mentioned from the said party of the first part by the said party of the second part the said party of the first part hereby agrees that all meters purchased under this contract shall be free from all inherent electrical and mechanical defects, and to hold said party of the second part harmless and indemnified against all sums which the said party of the second part shall be adjudged to pay in any suit brought against it alleging infringement of patents by the use of the meters hereinbefore mentioned provided that

the party of the first part to give immediate written notice of
suits and permission through their counsel to defend the same.
and provided further that the said party of the second part is not
in default in its payments.

The said party of the first part hereby agrees to sell to the said
party of the second part alternating current integrating watt-
meters as hereinafter mentioned new and in good condition
delivered F.O.B. Fort Wayne Ind. consigned to the address of
the said party of the second part at a discount of 50-10 per cent
from schedule "A" and "E" Sheets 1 and 2 above referred.

Said schedule being the ones as made parts of this contract
the party of the second part agrees that he is under no obligations
inconsistent with the carry out of the conditions of this agreement.

This contract is not binding unless approved by an executive officer
of the Fort Wayne Electric Works.

This contract is not binding unless approved by the Common Council
of the City of Fort Wayne.

Fort Wayne Electric Works

Dec 16 1909

Accepted by

E. J. Lennon

Henry Schuman

Witness my hand

The above contract and agreement is hereby fully ratified and approved
by us at Fort Wayne Indiana. This 2nd day of December.

Fort Wayne Electric Works

By A. A. Serna, Asst Secy.

Sec. 1. Be it ordained by the Common Council of the City of Fort
Wayne, that the contract heretofore on the 2nd day of December
1909 entered into by and between the City of Fort Wayne, by
and through its Board of Public Works and the Fort Wayne
Electric Works as fully set forth in the preamble hereto be
and the same is in all things ratified and approved.

Sec. 2. That this ordinance be in full force and take effect
from and after its passage and approval by the Mayor

W. L. Schuman

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 30th day of December 1909

We do hereby certify that the Common Council of the City of Fort Wayne, Indiana at a special meeting held on the 30th day of December 1909 by a majority vote of all the members did find the ordinance herewith attached, and known as Council Ordinance No. 417.

Wm. Schaefer
President

Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

Frank Mangrove
City Clerk

Approved this 30th day of December 1909

Ordinance

Attest
W. A. Dwyer

That ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and P. R. Engineers on the 1st day of December 1909 relating to the purchase of certain boiler and equipment for the Electric Light and Power Plant.

That on the 1st day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the P. R. Engineers of St. Louis Missouri, relative to the installation and construction of a boiler and equipment for the Electric Light and Power Plant. The contract is in the following words:

That an agreement made and entered into this 1st day of December 1909 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and P. R. Engineers of St. Louis Mo. party of the second part. Witnesseth

That for and in consideration of the payment by said City of the sum of money hereinafter mentioned and in the manner hereinafter stated the party of the second part hereby agrees and binds itself to furnish, deliver and erect on foundations of the party of the second part in the Electric Light and Power Plant of said City one 425 H. P. Lyons Safety Boiler with automatic stokers and engine included all of which are to be of the kind mentioned and described in and to be constructed and installed according to the specifications for said boiler.

city and as mentioned and described in and according to the bids proposals and specifications placed on file in the office of said Board by the party of the second part. All of which specifications so placed on file by said party of the second part are hereby made parts of this Contract as well as the provisions thereof the same as if copied herein in full. Which proposals specifications and bids so placed on file by said party of the second part and which specifications so prepared by said City for identification have been signed by said Board.

It is further agreed to the party of the second part that it will, within ten days after the approval and ratification of this Contract by the Common Council of said City execute and deliver in said City a bond in the sum of thirty one Dollars (\$31.00) conditioned for the faithful performance of this contract by said party of the second part including the faithful performance in carrying out all warranties and guarantees contained in said bids proposals and specifications such bond to be signed by a surety company as surety to be approved by said Board of Public Works.

In consideration of the furnishing delivery and erection as in this contract provided, of said boiler as herein described party of the first part agrees and hereby binds itself to pay the said party of the second part the sum of Six thousand two hundred and fifty Dollars (\$6,250) as in said bids specifications and proposals mentioned.

Witness our hands and seals this 23rd day of December 1907

attest

W. H. Benson

City of Fort Wayne, by

E. J. Lennon

City Secretary

By order of

Its Board of Public Works

P. H. Engineers by

William

Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 23rd day of December 1907, executed by and between the City of Fort Wayne party of the first part and P. H. Engineers party of the second part which contract is fully set forth in the preamble hereto be and the same is hereby ratified and approved.

So as that this ordinance be in full force and effect from and after its passage and approval by the Mayor.

William O. F.

Passed at the Council Chamber in the City of Fort Wayne, Indiana on the 30th day of December 1909.

The Mayor certifies that the Common Council of the City of Fort Wayne, Indiana at a special meeting held on the 30th day of December 1909, by a majority vote of all the members elected did pass the ordinance hereto attached and known as General Ordinance No. 418.

H. C. Schermer
President

Frank M. Morgan
Clerk

Presented to the Mayor for approval on the 30th day of December 1909.

Frank M. Morgan

Approved this 30th day of December 1909

Wm. J. Morgan
Mayor

General Ordinance #19

Enacted by An ordinance fixing the salary of the City Attorney

N. C. Schivier

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the City Attorney of said City shall receive from and after the first day of January, 1910, a salary of Twenty five hundred & Dollars per annum.

Sec. 2. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and the first day of January, 1910.

Marion B. Johnson
John H. Welch.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December, 1909.

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 30th day of December 1909, by a majority vote of all the members elected pass the ordinance hereto attached and known as General Ordinance No. #19.

N. C. Schivier
President

Frank Wengor

Presented to the Mayor for approval on the 30th day of December 1909.

Frank Wengor

Approved this 30th day of December 1909

Wm J. Hasey

581

General Ordinance No. 420

Enacted by An ordinance fixing the salary of the members of the Board of Public Works: repealing all ordinances or parts of ordinances in conflict therewith and fixing the time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that each member of the Board of Public Works of said City shall receive a salary of \$1800⁰⁰ per annum.

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance be in full force and effect from and after its passage and approval of the Mayor and the first Monday in January.

W. C. Schreiner
J. V. Welch
M. B. Robinson

William Easton
J. P. Brown
John C. Brown

Done at the Common Council in the City of Fort Wayne Indiana on the 20th day of December 1897.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 30th day of December 1897 by a majority vote of all the members that did pass the ordinance herewith attached and known as

General Ordinance No. 420.

W. C. Schreiner
(President)

J. P. Brown
(Treasurer)

Presented to the Mayor for approval on the 30th day of December 1897

J. P. Brown
(Treasurer)

Approved this 30th day of December 1897

W. C. Schreiner
(President)

General Ordinance No 421

Introduced by
P. M. Braun

An ordinance authorizing the alienation of certain personal property and ordaining an appraisement of same

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that the Mayor be and he is hereby authorized to sell one Brown Horse, age 17 years used on engine at no 7 Engine House, one Black Horse age 19 years, used on engine at no 7 Engine House, One Brown Horse age 18 years used on Horse Cart at Engine House no 7, One Brown Mare age 8 years used on Horse Cart at no 7 Engine House, one Black Horse age 17 years, used on Horse Wagon at Engine House no 6 one Bay Horse, age 18 years used on Horse Wagon at Engine House no 6 one Bay Horse age 18 years used by the Chief of the Fire Department and one Bay Horse age 20 years used on Horse Wagon at Engine House no 3. And to sign any and all necessary instruments to consummate such sale, provided that such sale shall not be made until said property has been appraised by appraisers appointed by the Judge of the Allen County Circuit Court.

Sec. 2. That the City attorney be and he is hereby authorized to petition the Judge of the Allen County Circuit Court for the appointment of three appraisers to appraise the property referred to in section 1. of this ordinance.

Sec. 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor

P. M. Braun

Done at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of February 1910

We hereby Certify that the Common Council of the City of Fort Wayne at a Regular Meeting held on the 8th day of Feb 1910 by a majority of all the members elect did pass the ordinance herunto attached and known as General Ordinance No 421

Quest. F. Rogge
President

Wm. J. Jeffries
City Clerk

Presented to the Mayor for approval on the 14th day of Feb 1910

Wm. J. Jeffries
City Clerk

approved this the 16th day of Feb 1910

James Grace Mayor

338

Annual Ordinance No 422

Introduced
and passed

An ordinance changing the names of certain streets and avenues in the City of Fort Wayne Indiana

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana 'That the following described streets and avenues shall hereafter be known and called by the following names VIZ:

First - Agnes avenue in Foorkeys and Bauer addition extending from Curtice avenue to the F. W. & W. R. R. shall be known as and called Pitt Street

Second - Bond Street in Bond and Lombards second addition from Maumee ave. to the Wabash Rail Road shall hereafter be known as and called Sidney Street

Third - Coombs Street on the East Side of Missionary out lots and Coombs avenue in Blondiots addition from New Haven avenue to Wayne Trace shall hereafter be known as and called Roy Street

Fourth - Chestnut Street in Hamiltons second addition from Calhoun Street to Clinton Street shall hereafter be known as and called Carl Street

Fifth - The Street on the south and west of Blondiots addition from Lombards Street to Curtice avenue shall hereafter be known as and called Curtice Avenue

Sixth - Fisher Street in White's Fourth addition from the N. W. C. & St. L. R. R. to the Maumee River shall hereafter be known as and called Robert Street

Seventh - Fox avenue in abbotts out lots from Pontiac Street north to Pittsburg, Fort Wayne & Chicago Ry shall hereafter be known as a called Hartman Street

Eighth - Franking Street in White's 4th addition from Jones Street to Dougall Street shall hereafter be known as and called Mc Mahon Street

Ninth - Home Street in abbotts addition and from the north line of abbotts addition to New Haven shall hereafter be known as and called Edsall Avenue

Tenth - Highland Avenue in Taylors and abbotts addition from its Western terminus to Edsall Avenue shall hereafter be known as and called Winch Street

Eleventh - Lincoln Avenue in White's fourth addition from N. W. C. & St. L. R. R. to its northern terminus shall hereafter be known as and called Lyons Street

Twelfth - Lynn Street in Whites and Setzer addition from Edsall Avenue to its Eastern terminus shall hereafter be known as and called *Winch Street*

Thirteenth - Lee Street in Slatapers addition from Wayne Trace to its N. Eastern terminus shall hereafter be known as and called *Raymond Street*

Fourteenth - Megan Street on the South of Megan and Koenigs addition from Warsaw Street to Hanna Street shall hereafter be known as and called *Helen Street*

Fifteenth - Prospect Street on the east side of Bond and Lumbards 2^d addition from Traumer Avenue to the Wabash Rail Road shall hereafter be known as and called *Roy Street*

Sixteenth - Pennsylvania Street in Slatapers and Abbots addition from Wayne Trace to the east line of section 7 shall hereafter be known as and called *Clinton*

Seventeenth - Slatapers Avenue on the east of Slatapers addition from Pontiac Street to its northern terminus shall hereafter be known as and called *Forsier Ave*

Eighteenth - Virginia Avenue in Torkey and Bams addition from Slatapers Street to its western terminus shall hereafter be known as and called *Lawrence Avenue*

Nineteenth - Woodlawn Avenue in Roth Wayne addition from Wells Street to Koch Street shall hereafter be known as and called *Greenlawn Avenue*

Twentieth - Marion Street in Beck's Homestead addition from Broadway Lane to the north line of feeder addition to be known as and called *Beach Street*

Twenty first - A dedicated street on the east line of the G. R. and J. R. R. from west main Street south to be known as and called *Edgerton Street*

Sec 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul P. Kinder

Done at the Council Chamber in the City of Fort Wayne Indiana on the 8th Feb-1910

We hereby Certify that the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 8th day of Feb 1910 by a Majority vote of all members elect did pass the ordinance herewith attached and known as General Ordinance No 422

555
Eust. F. Rogers
Resident

Wm. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
14th day of Feb. 1910

Wm. J. Jeffries
City Clerk

approved this 10th day of Feb. 1910

Eust. F. Rogers
Mayor

General Ordinance No 423

Introduced
by C. E. Miller

An ordinance authorizing the alienation of city property to the value of less than one hundred (\$100) dollars without appraisement.

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that it having been shown to the Council that there is under the control of the Board of Public Health of the City of Fort Wayne about forty two (42) Guinea pigs which are of a value of less than one hundred (\$100) dollars that Mayor of the City of Fort Wayne is hereby authorized to cause said Guinea pigs to be sold without an appraisement being made thereof and that the Mayor is hereby authorized to sign any and all papers and sanction any action that may be necessary to consummate the sale of said property.

Sec 2. That this ordinance be in full force and effect after its passage and approval by the Mayor

Done at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of Feb 1910

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 8th day of Feb 1910 by a Majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 423

Geo. F. Rogge
President

Wm. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
14th day of Feb 1910

Wm. J. Jeffries
City Clerk

approved this 16th day of Feb 1910

James Grace
Mayor

General Ordinance No 424

Introduced
By P. M. Brown

An ordinance requiring all Steam Railroad Companies whose cars pass or run over tracks intersecting the streets of the City to keep their cars while standing not less than ten feet from the intersection of said street and Railroad

Sec 1. Be it enacted by the Common Council of the City of Fort Wayne that all Steam Railroad Companies, whose cars run or pass over tracks intersecting any of the streets of said City, shall be required to keep their standing cars not less than ten feet from the point where the tracks on which they are standing first intersects said streets. Said ten feet to be measured from the end of the car facing the intersection to the nearest point where the track upon which said car may be standing intersects the streets.

Sec 2. All Steam Railroad Companies failing to comply with the provisions of this ordinance shall be fined ten dollars and every day, any of said cars are nearer said intersection than ten feet shall be deemed a separate offense of the Company violating this ordinance.

Sec 3. This ordinance to be in full force and effect on or after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of March 1910

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular Session held on the 8th day of March 1910 by a Majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance no 424

G. J. Rogge
President

Wm J. Jeffries
City Clerk

Presented to the Mayor for approval on the
12th day of March 1910

Wm J. Jeffries
City Clerk

Approved this 10th day of March 1910

Jesse Price
Mayor

General Ordinance No 425

Introduced by
Harry Pfleger

An ordinance authorizing the employment by the Board of Public Safety of the City of Fort Wayne two Detective Sergeants of Police instead of the two Detectives now provided by ordinance and fixing the salary of said Sergeants.

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne that the Board of Public Safety of said City be authorized and empowered to appoint and employ instead of the two Detectives now provided by ordinance two Detective Sergeants of Police to whom shall be paid a salary of (\$966⁰⁰) per annum.

Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Harry P.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of March 1910

Wm. J. Jaffries
City Clerk

We hereby Certify that the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 8th day of March 1910 by a Majority vote of all the members elect, did pass the Ordinance hereunto and known as General Ordinance No 425

Gust. F. Rogge
President

Wm. J. Jaffries
City Clerk

Presented to the Mayor for approval on the 12th day of March 1910

Wm. J. Jaffries
City Clerk

Approved this 15th day of March 1910

Jesse Price
Mayor

General Ordinance No 426

An Ordinance authorizing the Alienation of
Certain personal property -

Sec 1: Be it ordained by the Common Council of the City
of Fort Wayne Ind That the Mayor be and is hereby
authorized to sell one Chestnut Saddle mare, five years
old weighing 1000 pounds used at no 6 Eugene House
and to Sign any and all necessary instruments to consummate
such sale; provided that such sale shall be made
subject to an appraisement of above described property made
by the appraiser hereafter appointed by the Illus Recor's
Court under General Ordinance No 421 and as set out
in said appraisement

Sec 2: That this ordinance shall be in full force
and effect from and after its passage and approval
by the Mayor

Come at the Council Chamber in the City of Fort Wayne Ind
on the 22nd day of March 1910

Wm Jeffries City Clerk

We hereby Certify that the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the 20th
day of March 1910 by a majority vote of all the members
did pass the ordinance herewith attached and known
as General Ordinance No 426

East F. Rogge

President

Wm Jeffries

City Clerk

Presented to the Mayor for approval on the 20th day of
March 1910

Wm Jeffries

City Clerk

Approved this the 20th day of March 1910

James Jones

Mayor

General Ordinance No 427

Introduced by
J. F. Rogge

An Ordinance requiring the Wabash Railroad Company, to erect and maintain safety gates at the crossing of its right of way with Wabash Ave within the corporate limits of the City of Fort Wayne

Sec 1: Be it enacted by the Common Council of the City of Fort Wayne Ind that the Wabash Rail Road Company, is hereby required to erect and maintain safety gates on each side of its tracks where the same cross Wabash Avenue in the City of Fort Wayne Ind

Sec 2: Reliable and competent men shall be employed to operate such gates when needed from 6 A.M. to 11 P.M. of each day.

Sec 3: Said Company failing to erect and maintain safety gates at the said crossing herein provided shall be fined the sum of ten dollars (\$10.00) on complaint of any citizen of said City filed before the judge of the Municipal Court of the City of Fort Wayne and every day the crossing is allowed to remain without safety gates shall be deemed a separate offense. It is hereby provided the sixty (60) days time shall be given to said the Wabash Rail Road Company, to erect said gates herein provided for

Sec 4: This Ordinance to be in full force and effect on and after its passage and approval by the Mayor and legal Publication

Done at the Council Chamber in the City of Fort Wayne Ind on the 12th day of April 1910.

Be it hereby certified that the Common Council of the City of Fort Wayne Ind at a Regular Meeting held on the 12th day of April 1910 by a majority vote of all the members elect did pass the ordinance herunto attached and known as General Ordinance No 427

C. F. Rogge President

Wm. J. Jeffries City Clerk

Presented to the Mayor for approval on the 16th day of April 1910
Wm. J. Jeffries City Clerk

Approved this 18th day of April 1910

Jesse Grace
Mayor.

General Ordinance No 428

introduced by
E. A. Hughes
all ordinance entitling and approving a contract
between the city of Fort Wayne and the Fort Wayne Electric
works relative to the installation and erection of certain
electrical apparatus and condensors

Whereas heretofore on the 5th day of March 1900 the
City of Fort Wayne Indiana by and through its Board of
Public works entered into a contract with the Fort Wayne
Electric works relative to the erection and installation of certain
electrical apparatus and condensors at the electric light
and power plant of said City which contract is as follows

This agreement made and entered into the 16th day of March 1900
by and between the City of Fort Wayne on and through its
Board of Public works Party of the first part and for convenience
hereinafter referred to as the Purchaser and Fort Wayne Electric
works Party of the second part for convenience hereinafter called
the Company "Witnesseth"

The Company hereby agrees to furnish the electrical and
condensing apparatus delivered erected and started as set forth in its
Schedules and Specifications and as also set forth in the plans
and Specifications of the Purchaser all of which are made a part
and parcel of this contract and binding upon the parties hereto
the same as if fully copied herein. Said plan and Specification
for the purpose of identification and for the purpose of invoice
fully making the same a part hereof have been signed by the
parties hereto as of even date

The Company agrees to hold the Purchaser harmless
and indemnified against all suits which the purchaser shall
be adjudged to pay in all suits brought against the same
alleging infringement of patents by the use of the apparatus
herein set forth provided the Company be given immediate
written notice of such suits and permission then to be counsel
to defend the same and provided further that the Purchaser
is not in default in its payment

The purchaser covenants in consideration of the foregoing guaranty
not to violate or infringe any of the patents relating to any of the
apparatus specified herein which patents the Company holds
or under which it has the right to manufacture or sell such
apparatus

The Company guarantees the apparatus to be the full capacity as
rated and agrees to correct any defects which develop in the
apparatus within thirty days from the stating thereof provided
the purchaser give the Company immediate written notice of

Such defects and provided further that during said period the apparatus shall not be taxed beyond its normal capacity. It shall be regularly cleaned and cared for, and shall be operated normally and properly.

The Company shall not be held responsible for work done on apparatus furnished or repairs made by others. It is understood and agreed that the title to the apparatus and material covered by this proposal and contract shall remain in the Fort Wayne electric works until all payments hereinafter earned including deferred payments if any shall have been fully made in cash. The purchaser agrees to do all acts necessary to protect and maintain such retention of title in the Company.

In case of default in any of the payments hereinafter provided for the Fort Wayne electric works may, at its option, if any of the above mentioned property wherever found and shall not be liable in any action at law on the part of said purchaser, for such reclamation of its property nor for the repayment of any money or moneys which have been paid by said purchaser in part payment for said apparatus or equipment. It is agreed that the Company shall insure said apparatus or plant against damage or loss by fire for its full selling price as hereinafter stated until but not after the Company shall have been paid in full hereunder for the benefit of itself and purchaser, as their interest may appear. That the purchaser agrees to pay the Company for premium for such insurance one fourth of one per cent on the total amount insured for each three months or fraction thereof after the delivery of said apparatus or the plant of the purchaser. It is hereby mutually agreed that the Company shall not be held responsible or liable for any loss, damage, detention or delay caused by fire, strikes civil or military authority or by insurrection or riot or by any other cause beyond its control, nor in any event for consequential damages. Receipt of the apparatus by the purchaser shall constitute a waiver of any claim for loss or damage due to delay.

The Company agrees that the installation if made by it shall be done in a thorough and workmanlike manner. The purchaser agrees to properly care for all apparatus and material delivered until the same is fully paid for and if the installation is to be made by the Company.

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The purchaser agrees without charge to furnish for the Company all necessary storage rights of way permits and authority for the installation and operation of the apparatus hereinafter specified. To designate the location of the apparatus before the work is begun. To pay extra for changes made in location of apparatus after same has been placed and for any work performed and apparatus or material furnished in addition to that herein specified.

The apparatus shall be considered as starting when first put in operation and shall be operated by the purchaser after starting thereof.

All promises of shipment date from receipt of Contract and full information at the Home Office of the Company Fort Wayne Ind. The purchaser agrees to furnish promptly on demand by the Company all the necessary information as to detail to be determined by the purchaser. The time of shipment shall be extended by an amount corresponding with any delay on the part of the purchaser in furnishing the company information as to such details. Apparatus and material shall be installed by and at the expense of the company.

The company will furnish a competent expert to superintend the installation of the complete equipment and put it in proper operation. After the apparatus is started the company expert will give the attendant selected by the purchaser all necessary instructions for operating the same free of charge for a period of thirty (30) days. It is understood that the company is to furnish all common labor for the installation of the above apparatus. Should the purchaser require the services of an expert for a longer period than above stated a charge will be made for each extra service at seven dollars (\$7.00) per day and all expenses.

The price and terms are

Thirty five Thousand One Hundred and Thirty nine dollars (\$35,139.00) inclusive of boxing and packing and payable as follows. 50% of the contract price on delivery of apparatus or material on premises.

25% of the contract price on completion of installation.

Balance of contract price thirty days after completion of the work and upon final acceptance as provided by purchaser specifications.

It is hereby mutually agreed that this Contract, with its schedule, plans, and specifications, when duly signed, accepted and approved, constitutes in all respects the

agreement between the parties hereto and all previous understanding promise or agreements on the part of the purchaser or the Company, either verbal or written are hereby abrogated and withdrawn and no modification of this agreement shall be binding upon the parties hereto or either of them unless such modification shall be in writing, duly executed by the purchaser and approved by an executive officer of the Company.

City of Fort Wayne Indiana

By Frank J. Benoy.

Henry Hilgeman

E. J. Lennon

Board of Public Works

Attest H. W. Becker Clerk

Fort Wayne Electric Works

By F. J. Huntington

Attest

H. E. Conner Cashier

Treasurer.

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne Ind that the contract heretofore on the 16th day March 1910 entered into by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne Electric Works as fully set forth in the preamble hereto, be and the same is in all things ratified and approved.

Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

E. C. Wagner

Done at the Council Chamber in the City of Fort Wayne Ind on the 12th day of April 19

We hereby certify that the Common Council of the City of Fort Wayne Ind at a regular Meeting held on the 12th day of April 1910 by a Majority vote of all the Members elect. did pass the ordinance hereto attached and known as General Ordinance No 428

W. T. Royce
President

Wm. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
16th day of April 1910

Wm. J. Jeffries
City Clerk

Approved this 18th day of April 1910

George G. G. G.

1910

Introduced by
Harry G. Fanning

An Ordinance authorizing the purchase by the Board of Public Works of the East thirty six (36) of the west 80 feet of lot number twenty nine (29) in Farnans addition to the City of Fort Wayne Indiana.

Whereas the Board of Public Works of the City of Fort Wayne has by resolution expressed its desire and wish to purchase the East thirty six (36) of the west 80 feet of lot number twenty nine (29) in Farnans addition to the City of Fort Wayne Indiana and since said Board has an option whereby the same can be purchased for the sum of fifteen hundred dollars (\$1500) Now therefore

Sec. I: Be it ordained by the Common Council of the City of Fort Wayne Indiana that said Board of Public Works be and it is hereby authorized if it shall be deemed by said Board for the best interest of said Board to purchase the following described real estate in the City of Fort Wayne The East thirty six (36) of the west 80 feet of lot number twenty nine (29) in Farnans addition to the City of Fort Wayne Ind.

Sec. II: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Harry G. Fanning

Done at the Council Chamber in the City of Fort Wayne Ind on the 26th day of April 1910.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 26th day of April 1910 by a Majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 430

G. F. Rogge

President

Wm. J. Jeffries

City Clerk

Presented to the Mayor for approval on the 30th day of April 1910

Wm. J. Jeffries

City Clerk

Approved this 30th day of April 1910

Jesse Grice
Mayor

Introduced
by Harry C.
Jeffers

General Ordinance no 431

An Ordinance authorizing the Alienation of certain personal property and ordering an appraisement of same.

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne Indiana that the Mayor be and he is hereby authorized to sell. One gray horse age 17 years and one black horse age 14 years used in supply wagon at no 3 Engine House. Two bay horses age 17 and 17 years used in Horse Wagon Engine House no 8 and one brown horse age 14 years used in Engine at no 8 Engine House. One brown horse age 17 years and one gray horse age 11 years used in truck at no 1 Engine House. One bay horse age 10 years used in Horse Wagon at no 2 Engine House and to sign any and all necessary instruments to consummate such sale; provided such sale shall not be made until said property has been appraised by appraisers appointed by the Judge of the Allen Circuit Court.

Sec 11: That the City Attorney be and he is hereby authorized to petition the Judge of the Allen Circuit Court for the appointment of three appraisers to appraise the property referred to in section 1 of this ordinance.

Sec 111: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Harry C. Jeffers

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of April 1910

We hereby Certify that the Common Council of the City of Fort Wayne Indiana at a Regular meeting held on the 26th day of April 1910 by a Majority vote of all members elect did pass the ordinance hereunto attached known as General Ordinance

A. F. Royce
President

Wm. J. Jeffers
City Clerk

Presented to the Mayor for approval on the 30th day of April 1910

Wm. J. Jeffers

City Clerk

approved this 30th day of April 1910

Jesse Quinn
Mayor

General Ordinance no 432

An ordinance providing for the inspection of meat and the issuing of meat licenses fixing a penalty and repealing General Ordinance no 369 adopted Nov 17-1908

Sec 1 Be it ordained by the Common Council of the City of Fort Wayne Ind that no person slaughtering animals for human consumption raised by such person and which person is not regularly engaged in the business of conducting a slaughter house and is not regularly engaged in the business of selling the flesh of animals for human consumption shall be required to obtain from the City of Fort Wayne a license to sell the flesh of such animals so raised by such person but the flesh of such animal or animals before being sold or offered for sale shall be first brought to the south end of the City Hall of said City and shall there be submitted to the Board of Health for inspection as to purity and sound condition

Sec 2 Any person company or Corporation failing to comply with or violating the provisions of this ordinance shall upon conviction be fined in the sum of not less than Twentyfive dollars nor more than One Hundred dollars

Sec 3: That General Ordinance no 369 adopted November 7-1908 relating to the issuance of meat license be and is hereby repealed

Sec 4 This ordinance shall be in full force and effect from and after its passage and approval by the Mayor

By Hallen

General Ordinance No 433

Introduced by
Allen Hamilton

An ordinance ratifying and approving the contract between the City of Fort Wayne Indiana and John Hazeman relative to the building and construction of a Machine Shop at No 1 Pumping Station for Fort Wayne.

Whereas heretofore on the 14th day of March 1910 the City of Fort Wayne by and through its Board of Public Works entered into a contract with John Hazeman relative to the construction of a Machine Shop at No 1 Pumping Station of the City of Fort Wayne Water Works System which contract is as follows.

This agreement made and entered into this 22nd day of March 1910 by and between the City of Fort Wayne Indiana by and through its Board of Public Works party of the first part and for convenience hereinafter referred to as the Board of and John Hazeman party of the second part and for convenience hereinafter referred to as Contractor. Witnesseth That for and in consideration of the payment by the Board to the contractor of the sum of money hereinafter agreed to the contractor hereby agrees to erect and construct a machine shop at No 1 Pumping Station belonging to said City. Said building or shop to be built and constructed as set forth in the plans and specifications for the same all of which are made part and parcel of this contract and binding upon the parties hereto the same as if fully copied herein. Said plans and specifications for the purpose of identification and for the purpose of more fully making the same a part hereof have been signed by the parties hereto as of even date herewith. The contractor agrees that he will within ten days after the execution of this contract and its approval by the Common Council of said City execute a Bond to said City for the faithful performance of the contract and indemnify the City against all damages arising out of said contract said Bond or Bonds to be satisfactory to the Board.

The Board shall have the right to make any alterations, additions to or omissions of work or material in such contract as herein specified that may be deemed advisable and the same shall be acceded to by the contractor and carried into effect by him without in any way violating or vitiating the contract or any bond given by the contractor. That no alterations additions to or omissions of work or material shall be made unless

the same shall first be ordered by the Board in writing and the written agreement entered into between the Board and the Contractor as to the amount of money to be allowed or deducted for such alterations or additions.

The Contractor further agrees that in the prosecution of said work all proper skill and care will be exercised. Said Contractor will properly and fully guard and protect all excavations and dangerous places and will use all due and proper precaution to prevent injury to the property, person or persons what or whomever and during the time of making such improvement the City of J.W. Vague shall be held harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the Contractor his agent or employees in the execution of this contract or any matter connected thereto or relative thereto and to pay any judgment with costs which may be obtained against said City growing out of any such injury or damages.

Said Contractor further contracts and agrees to pay any and all moneys due any Contractor person or persons furnishing any material for said work and pay any laborers employed by him for any work done in the prosecution of said improvement and that in the event any liens are filed with this Board for any such material men or laborers this Board is authorized to hold out of the amount of moneys due said Contractor an amount equal to the amount of the liens or claims filed. That before said Contractor shall receive his money for the performance of this work he agrees to fully satisfy the Board that all liens and claims have been paid.

The Board to determine for itself whether the evidence of said payment is or is not satisfactory.

It is hereby expressly understood that no assignment of this contract shall be made to any party without the consent of said Board in writing and that said work shall be completed in sixty days after the execution and approval of this contract.

The Contractor agrees to pay the City as liquidated damages the sum of Five (5) dollars for each and every day that said contract is unperformed after aforesaid time. The City reserving the right after five days notice to Contractor after expiration of aforesaid time to take possession of the premises and all materials thereon and provide work and material to complete said work and deduct the cost and charges thereof from any sum that may be due said Contractor.

It is agreed by the Board that for and in consideration of the furnishing of said Material and the performance of said work it will pay to the Contractor the sum of Twenty one hundred forty eight dollars (\$2148.00) on the Completion and final acceptance of the work by the Board

In witness whereof the parties have hereunto set their hands and seals
this 22^d day of March 1910

John Hageman
Contractor

The City of Fort Wayne by
Frank J. Benoy
Henry Helgeman
Ed J. Lenon
City Board of Public Works

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne that a contract heretofore on the 22^d day of March 1910 entered into by and between the City of Fort Wayne and by and through its Board of Public Works and John Hageman as fully set forth in the preamble be and the same is in all things ratified and approved.

Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

John Hageman

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of April 1910

We hereby certify that the Common Council of the City of Fort Wayne Ind at a Regular meeting held on the 26th day of April 1910 by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 433

Guert F. Rogge
President

William J. Joffens
City Clerk

Presented to the Mayor for approval on the 30th day of April 1910

Wm. J. Joffens
City Clerk

Approved this 30th day of April 1910

Jesse Grice
Mayor

173

General Ordinance. No 434

An ordinance authorizing the appointment by the Board of Public Safety of one assistant Dairy and meat inspector and fixing his salary.

Same as amended April 26 1910

Sec 1 Be it ordained by the Common Council of the City of Fort Wayne that the Board of Public Safety be and they are hereby given the power and authority to appoint one assistant Dairy and meat inspector to execute the orders of the Board of Public Health and Charities such assistant Dairy and meat inspector to be nominated by the Board of Public Health and Charities and to receive a salary at the rate of fifty five dollars (\$55⁰⁰) per month and shall not engage in any other occupation and may be removed from office by the Department of Health and Charities if incompetency or inefficiency such assistant Dairy and meat inspector shall execute to said City a bond in the sum of One thousand dollars (\$1000⁰⁰) with surety to the approval of the Department of Public Safety conditional for the faithful performance of his duties as such assistant Dairy and meat inspector

Sec 2 That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Harry B. Pirmenger

Done at the Council Chamber in the City of Fort Wayne on the 26 day of April 1910

We hereby certify that the Common Council of the City of Fort Wayne did at a Regular meeting held on the 26th day of April 1910 by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance no 434

Geo. F. Rogge

President

Wm. J. Jefferies
City Clerk

Presented to the Mayor for approval
on the 30th day of April 1910

Wm. J. Jefferies
City Clerk

Approved this 2^d day of May 1910

James Price
Mayor

General Ordinance No 435

An ordinance ratifying and approving the contract between the City of Fort Wayne Indiana and Trupper and son of Peru Indiana relative to the work to be done for the City at Calhoun Street under Track Elevation Resolution no 1.

Whereas heretofore on the — day of April 1910 the City of Fort Wayne by and through its Board of Public Works entered into a contract with Trupper and son relative to work to be under track elevation Resolution no 1. which contract is as follows.

This agreement made and entered into this 12th day of April 1910 by and between the City of Fort Wayne by and through its Board of Public Works party of the first part for convenience hereinafter referred to as the "Board" and Benjamin Trupper and Allen B. Trupper Partners doing business under the firm name of Trupper and son of Peru Indiana party of the second part for convenience hereinafter called "Contractor" Witnesseth.

That for and in consideration of the payment by the said Board to the said Contractor of the prices per item hereinafter set out and referred to. the said Contractor agrees and binds itself to furnish all the portion and share of work to be done by said Board at Calhoun Street in the City of Fort Wayne Indiana as provided for in Track Elevation Resolution no 1 and certain resolutions heretofore passed by the said Board for changing the grade at Calhoun. Grand and certain other streets. and as set out in the plans and specifications made in relation thereto which are herein after made a part of the contract all under and by virtue of an act of the General assembly of the State of Indiana entitled. "an act providing for the changing of the grade of streets and highways in cities having a population of not less than Forty three thousand and more than Forty nine thousand etc" approved March 12th 1907 and also an act of the General assembly of the State of Indiana entitled "an act concerning Municipal Corporations." approved March 6-1905 and all act supplementary and amendatory to the aforesaid acts.

The Contractor hereby expressly agrees to perform all work in the prosecution of the above described improvement.

according to the terms and conditions of this contract and the plans, estimates, profiles, specifications and bids submitted by said contractor on said work to the entire satisfaction of the said Board which said plans, estimates, profiles, specifications and bids are hereby made a part of this contract as fully and effectually as if copied herein at full length all of which for the purpose of identification and making them a part of this contract are signed by the parties as of even date herewith and if there be any conflict between the prices set out in the aforesaid bids and as set out in this contract then the latter is to control.

The work to be performed by the said contractor under this contract consists of brick pavement, excavation concrete retaining walls, cement sidewalks, resetting of curbing where necessary, laying water mains and service laying sewers and all necessary connections, man holes and catch basins and other work, all of which is more specifically described and set out in the plans and specifications, which work is to be performed by the contractor for the following prices: Street excavation per cubic yard fifty four cents (.54) Wall excavation per cubic yard sixty cents (.60) Concrete in place per cubic yard four dollars and fifty cents (\$4.50) Street paving per square yard two dollars and twenty five cents (\$2.25) Sidewalk paving per square foot thirteen cents (.13) Resetting curbing per lineal foot ten cents (.10) New curbing (5" x 22") per lineal foot fifty cents (.50) Standard W. I. pipe Railing in place per lineal foot One dollar (\$1.00) New Water pipe Size 12" per lineal foot two dollars (\$2.00) Relaying water pipe 8" size per lineal foot thirty five cents (.35) Removing and resetting Fire Hydrants each five dollars (\$5.00) New water service 4" size each ten dollars (\$10.00) Sewer 48" 2 R Brick size per lineal foot seven dollars (\$7.00) New Manholes each forty five dollars (\$45.00) Repairing Manholes each ten dollars (\$10.00) New catch basins 4' x 7" each forty five dollars (\$45.00) House connections 8" fifty cents per foot 36" 2 R. Brick Sewer connections six dollars (\$6.00) per foot 3" x 12" no 1' White Oak heading plank twenty cents (.20) per foot. It is further understood and agreed that the Contractor is to commence said work not later than twenty (20) days after being notified to commence by said Board said notice to be given only when the elevation of the tracks is so advanced that the contractor can actually and

Practically begin work and he further covenants and agrees to complete said work within three (3) months after the commencement of the same and in event said Contractor fails to begin said work within said time or to finish said work within said time or fails at that time or any time thereafter to furnish a sufficient number of skilled workmen or adequate equipment to properly push and finish said work, then the said Board may at its option consider said contract void and select said work or use the materials tools and equipment of the contractor in use on said work and finish the work itself and deduct from any money that might be due the contractor a sufficient sum to cover the expenditures made by said Board in the performance of said work. It being understood that any extension of time for the commencement or completion of this work is not in any way to effect this contract or release the sureties on any bond given by the contractor to said Board nor will it be necessary to give notice of any extension to said Sureties.

It is hereby agreed that no assignment of the contract shall be made without the written consent of the said Board and any assignment in violation of the provision will be absolutely void.

The Board reserves the right to alter or change any detail in the material or method of construction, which will not materially increase the cost of the work without any additional compensation to the contractor. More important changes or alterations may be made by the Board should the exigency arise and become apparent during the process of the work through faulty design as provided by the plans and specifications or by reason of obstructions met with which could not reasonably have been foreseen before the work began notwithstanding such changes or alterations may materially increase or decrease the cost of the work. But the Contractor shall not proceed with such changes or alterations without a written order from the Board. The price agreed upon to be added to, or deducted from the contract price being stated in the order.

In case the Board and contractor can not agree as to the price it shall be taken as the estimated actual cost plus fifteen per cent (15%) as determined by the engineer. No claim whatever shall be allowed for

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extra Materials or labor furnished unless the same shall have been ordered in writing. It is expressly agreed and understood that any alterations or changes made shall not in any way violate or annul the contract or effect any bond hereafter given by the contractor or release his Sureties thereon. Any claim for damages or for any other matter or cause must be made in writing to the Board at the time the alleged damage occurs or the cause for the claim arises and unless such claim is so presented, it shall be held that the contractor has waived such claim and it shall not be entitled to receive pay for the same.

It is agreed that in event the work to be performed under the contract is for any reason not commenced or discontinued after the commencement that the contractor will not be entitled to any damages for any loss he might be put thereto by reason thereof and he hereby waives and releases the City from any claim that he might have against it for any such failure to begin or discontinuation of said work except he will be entitled to payment for the estimated value of work performed.

It is understood that all the material and workmanship of whatever description shall be subject to the inspection and inspection of the Engineer and the Contractor shall recognize any assistant or inspector that the Board may appoint under the direction of the Engineer to inspect the materials furnished or labor performed. Such inspection by the said Board however is not to be considered in any sense as such an acceptance of the work that the Contractor might demand his money for the same.

It is further agreed by and between the parties that the acceptance of the work provided for in this contract or the payment therefor shall not constitute a waiver on the part of the City of any of the provisions of the contract. Plans and specifications nor shall it release said contractor or his Sureties upon their bond for the faithful performance or guarantee thereof. Nor shall the final acceptance of the work be even prima facie evidence of the performance of any of the provisions of this contract except to the extent of entitling said Contractor to receive the prices therefor and when only shall such acceptance and pay must be considered prima facie evidence payment to be made within (20) days after the performance of all conditions of the contract and acceptance and approval of the work by the Board.

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The Contractor further contracts and agrees that in the prosecution of said work he will comply in all things with all the requirements of said plans, Specifications and resolutions and that all proper skill and care will be exercised to avoid accidents. That he will properly and fully guard all excavations and dangerous places and will use all due and proper precautions to prevent injury to any property, person or persons what or whom served. That for and during the period of the making of such improvement and the period for which the same is to be maintained and kept in repair by the Contractor the City of Fort Wayne shall be saved harmless from any and all liabilities whatsoever growing out of any injury or damage to property or persons of any neglect or failure of the Contractor to comply with any of the provisions herein contained including the guaranteed provisions and to pay any and all judgments with costs which may be obtained against said city growing out of any such aforesaid injuries or damages or from any damage or injury resulting to any person or building by reason of excavation. Near buildings or by removal of any lateral support.

It is further agreed in addition to all the conditions of said specifications relative to the guarantee and maintenance of said work that the work shall be done in a substantial manner as to material and workmanship so that no repairs will be needed or required for a period of five (5) years but should repairs become necessary during said period then the contractor shall without any additional compensation make good such repairs and any settlement of pavement, any derangement of the alignment and grades of the curbing or castings any cracking or crumbling of the concrete or concrete walls or any defective sewer or water connections which may occur or appear during said period. The guarantee of the pavement, concrete walls ~~or any defective sewer~~ or concrete work cement work and all other work and the guarantee to repair is to cover all defects growing out of any impureness or unsuitability of materials, or composition of materials used, defects of construction, all defects of workmanship, extremes of temperature and all other effects of climate and shall cover all other deteriorations

of the improvement such as holes, cracks, crumbling, chipping or settlement of the walls pavement sidewalks, etc. the part of the work and all defects resulting from the improvement of the wearing surface that may appear in the improvement within the said five (5) years and within the entire guarantee period as here, and in the specifications more fully provided the contractor agrees that within ten (10) days after being awarded the contract he will execute to the City of Fort Wayne two (2) bonds to be filed by the Board of Public Works, one conditioned that it will faithfully comply with all the provisions of the contract except the warranty and guarantee of the work and improvement as to the workmanship materials and conditions for the period of five (5) years, and the other conditioned that he will faithfully perform and fulfill all the requirements of the warranty and guarantee contained in said contract and will make all repairs required under such guarantee and in the manner provided for in the contract. Each of said bonds to be signed by recognized surety company authorized to sign such instrument and authorized to do business in the state of Indiana. The Contractor further agrees to pay any and all moneys due to any contractor or any person or persons furnishing any material whatever and to pay all laborers employed for any work done for the contractor for any other person in the prosecution of said improvement and the contractor and his sureties on his liability bond shall be jointly and severally liable on such bond to such contractor material man and laborer for any moneys due or becoming due to them or either of them. The Board reserving the right in event any lien or claim is filed or that any work or material remains unpaid there to hold from the sum due and owing the contractor a sum sufficient to pay any and all such claims. The Board to refuse payment to said Contractor until it has been satisfactorily and sufficiently assured that all such liens and claims have been paid. The decision of the Board as to the sufficiency of the proof offered as to the payment of said claim or liens is to be final and binding. The contractor further agrees to waive any right to have issued to him monthly estimates of work and certificates of sixty five per cent (65%) of the amount shown by such estimates and shall receive no compensation from said city for the performance of said work until after the completion thereof and the performance of all the conditions hereinbefore and hereafter set out and the

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acceptance of the work by the Board
so each of the aforesaid conditions and stipulations
of this contract the undersigned bind themselves their
successors and assigns

In witness whereof We the foregoing named
parties herunto set our hands and seals this 12 day of
April 1910

Trappier & Son by

W. G. Trippur

Benjamin Trippur

Attest H. W. Becker

City of Fort Wayne by

Frank J. Buroy

Henry Helgeman

Ed J. Linnon

Its Board of Public Works

Clerk

Section 1: Be it ordained by the common council of the
City of Fort Wayne that the contract heretofore on the 12th
day of April 1910 entered into by and between the City of
Fort Wayne Indiana by and through its Board of Public
Works and Trippur and Son as fully set forth in the preamble
be and the same is in all things ratified and approved
Sec 2: This ordinance be in full force and effect from
and after its passage and approval by the Mayor

Allen Hamilton

Done at the Council Chamber in the City of Fort
Wayne this the 10th day of May 1910

We hereby certify that the common council of the City of
Fort Wayne Indiana at a regular meeting held on the 10th day of
May 1910 by a majority vote of all the members did pass the
ordinance herunto attached and known as General
Ordinance No 1130

J. F. Rogge

President

Wm. J. Gifford

City Clerk

Presented to the Mayor for approval on the
12th day of May 1910

Wm. J. Gifford

City Clerk

Approved this 14th day of May 1910

James Grace

Mayor

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General Ordinance No 1/36

An ordinance ratifying and approving an amendment to a certain contract entered into on the 24th day of August 1908 by and between the City of Fort Wayne and the Fort Wayne and Wabash Valley Traction Company relative to the removal of feed and electric light wires and poles from Spy run avenue as set out and approved in General Ordinance No 336 and passed by the Common Council September 8th 1908

Whereas heretofore on the 24th day of August 1908 the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne and Wabash Valley Traction Company relative to the removal by said Fort Wayne and Wabash Valley Traction Company of its street railway feed wire and 6 electric light wires and poles now located on Spy run avenue to a new location west of Spy run avenue, which contract was ratified and approved by the common council under General Ordinance No 366 and.

Whereas, it has become necessary to make certain changes in section 2 of said contract relative to the route of said poles and wire the City of Fort Wayne by and through its Board of Public Works has heretofore on the 26th day of April 1910 entered into a contract with the Fort Wayne and Wabash Valley Traction Company changing and amending section 2 of said contract set out in General Ordinance No 366 which contract or amendment is as follows:

This agreement made and entered into this 26th day of April 1910 by and between the City of Fort Wayne by and through its Board of Public Works Party of the first part and the Fort Wayne and Wabash Valley Traction Company a corporation organized under the laws of the state of Indiana party of the second part. Witnesseth:

Sec 1: It is hereby understood and agreed by the parties hereto that section two of the contract heretofore entered into by and between the parties hereto on the 24th day of August 1908 be amended to read as follows.

Sec 2: The poles and wires erected under the provisions of the contract shall commence at the intersection of Superior and Barr streets in the City of Fort Wayne, Allen County Indiana; Thence north on and along the north side and within the curb of Barr Street to a point eight hundred and four and three tenths (804.3) feet Northwardly measured along said curb line from its intersection with the north line of Superior Street; Thence north seventy-nine

degrees and no (00) minutes east across Barr Street,
property of Indiana Lighting Company, the St. Marys, and
property of John W. Bauer, two hundred and thirty eight
(238) feet: thence north thirty (30) degrees and six (6) minutes
east across said John W. Bauer's property, River Street, lots nos
6, 7, and 8 in E. C. Bossler's Subdivision, Bossler's corner,
lots no 2 and 3 in said E. C. Bossler's Subdivisions, a piece
of property owned by Andrew J. Archer and a certain
alley along the east side of said Archer property, seven
hundred sixty seven and seven tenths (767.7) feet to a point
in the line produced, dividing the property of A. W. Watson
and E. C. Bossler eleven feet westwardly from the northwest
corner of said Watson's property and one (1) foot east
of the west line of said alley at that point: thence north
wardly across said Andrew J. Archer's property three
hundred and twenty three (323) feet to a point in the
south line of a piece of property owned by John Bass
one (1) foot west of the southeast corner thereof:
thence north parallel with and one (1) foot west at
right angles from the east line of said John H. Bass's
property, two hundred forty seven and five tenths (247.5)
feet to the north line thereof: thence north tangent
to the above described line across city property known as
Lawton Park, one hundred (100) feet to a point one (1) foot
west of the northwest corner of a piece of property owned
by Henry W. Riffe. thence in a northerly direction three
hundred eight and five tenths (308.5) feet to a point
thirty-three (33) feet west of the northwest corner of a
piece of property owned by John B. Reuss. thence
northwestwardly two hundred and eighty one (281.5) feet
to a point fifty and two tenths feet west of the north
west corner of said John B. Reuss's property:
thence north three hundred and forty seven (347) feet
across said Lawton Park to the south line of J. P. Kuebaums
addition at the intersection of said south addition line
with a certain alley opened by the Board of Public Works
of the City of Fort Wayne under Declaratory Resolution
no 184: thence in and along the east line of said alley
and across intervening streets and alleys five hundred
and eighty-eight (588) feet to the south line of Elizabeth
Street. thence tangent north across Elizabeth Street, fifty
(50) feet to the north line thereof.

The City of Fort Wayne
By Frank S. Leroy
Henry Hilgenbrun
Ed J. Lannon

Attest H.W. Scher Clerk

The Fort Wayne Wabash Valley Traction Company
By Co. W. Emerson

Gen. Wm. H. Hays

Sec 1. Be it ordained by the common council of the City of Fort Wayne that a contract hereinafter entered into by and between the City of Fort Wayne by and through its board of public works and the Fort Wayne and Wabash Valley Traction Company under 21 of a certain contract set out in General Ordinance no 306 relating to the removal by said company of its street railway electric feet wires and its electric light wire and poles from their present location on spy run avenue to a new location west of spy run avenue as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.
Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 10th day of May 1910

Wm. J. Jeffries City Clerk

We hereby certify that the common council of the City of Fort Wayne Indiana at a regular meeting held on the 10th day of May 1910 by a majority vote of all the members elect. did pass the ordinance hereinto attached, and known as General Ordinance no 436

Ernest F. Rogge
President

Wm. J. Jeffries
City Clerk

Presented to the mayor for approval on the 12th day of May 1910

Wm. J. Jeffries
City Clerk

Approved this 14th day of May 1910

Wm. J. Jeffries
Mayor

Introduced by
Paul Hinder

General Ordinance No 1137

An ordinance ratifying and approving a contract entered into by the City of Fort Wayne and the American Cast Iron Pipe Company on the 7th day of May 1910 for the purchase by said City from said Company of iron pipe and castings for the Water Works Department and

Whereas heretofore on the 7th day of May 1910 by and through its Board of Public Works the City of Fort Wayne entered into a contract with the American Cast Iron Pipe Company for the purchase by said City of cast iron pipe and special castings for use in the water works department of said City which contract is in the following words:

This agreement made and entered into this 7th day of May 1910 by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part and the American Cast Iron Pipe Company of Kansas City, Missouri a corporation party of the second part Witnesseth That the party of the first part agrees and hereby binds itself to buy, and the party of the second part agrees and hereby binds itself to sell and deliver to the party of the first part the following pipe and special castings:

One hundred and fifty (150) tons or more of four (4) six (6) and twelve (12) in pipe or any or all of said size pipe and such special castings as said Board may deem proper and necessary for the proper and necessary use of said one hundred and fifty (150) tons of pipe 16 tons 8 in 128 tons 6 in and 41 tons 12 in pipe

It is further agreed that said City shall pay to said party of the second part for said pipe at the rate of twenty five dollars (\$25.00) per ton and for said special castings at the rate of 2 3/4 cents per pound all f. O. B. care City of Fort Wayne, Indiana

The party of the second part to furnish all of said pipe and special castings to said City from time to time so that the delivery of all said pipe and castings be made in Fort Wayne, Indiana not later than 60 days after the approval of this contract by the common Council

It is further agreed and understood that said pipe and special castings shall be of the kind and material and manufactured in the manner specifically described in the specifications therefor a copy of which is attached hereto and all the provisions, requirements, terms and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection weight etc.

are hereby made a part of this contract and binding upon the parties hereto the same as if copied herein in full except as herein changed or modified

Witness our hands and seals this day and year first above written

City of Fort Wayne

Frank T. Benoy

Henry Helgeman

E. D. Lellan

City Board of Public Works

Attest Martin Seeger Clerk

American Pipe and Foundry Company by

American Cast Iron Pipe Co

Paul A. Dry

General Agent

Sec 1. Be it ordained by the common council of the City of Fort Wayne that the contract heretofore on the 7th day of May 1910 entered into by and between the City of Fort Wayne by and through its Board of Public Works and the American Cast Iron Pipe Company relative to the purchase of pipe for the water works department as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved

Sec 11. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor and legal publication

Paul Kinder

Done at the Council Chamber in the City of Fort Wayne Indiana on the 12th day of June

We hereby certify that the common council of the City of Fort Wayne Indiana at a special meeting held on the first day of June 1910 by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance

"

Wm. F. Rogge

President

Wm. L. Joffe

Clerk

Presented to the Mayor for approval on the 11th day of June 1910

Wm. L. Joffe

Clerk

Approved this 11th day of June 1910

John A. ...

Mayor

Introduced by
L. E. Welch

General Ordinance No 438

An ordinance regulating wholesaling and retailing of provisions and articles of food upon the Barn Street Market and providing a penalty for the violation of the provisions of this ordinance.

Section I: Be it ordained by the common council of the City of Fort Wayne, Indiana, that all that portion of Barn Street between Main Street and Washington Street be used as a public retail market in said City, subject to the following provisions in this ordinance contained.

Section II: All articles intended and held for sale on said Market may be offered for sale at retail on every morning of the week except Sunday, from daylight until 11 O'clock P. M. of each day.

Section III: That it shall be the duty of the Market Master to superintend said Market and keep it ~~thoroughly~~ clean and in a good order and report to the Board of Public Safety of said City improvements or alterations in or about such Market as may be deemed necessary. He shall during the hours fixed for the retailing of the provisions in Section two (2) of this ordinance, be in constant attendance and preserve good order during said retailing Market hours. He shall see that no imposition is practiced by Seller or Buyer; cause the Market vehicles to be so placed in the market space as best subserve the public generally; take charge of Safety keep the weight and measures belonging to the City for Market purposes, only using them or suffering them to be used when testing any weight or measures employed by sellers in such Market. He shall prevent or remove all obstructions or nuisances ready to exist or actually existing in the same; direct arrange and adjust the stands or stalls and situations for sale of all articles not sold from wagons or rented stalls or stands: he shall prescribe the kind of stands or stalls to be used and all other appliances in and about the market to be used for the placing of provisions thereon, and for the removal of the same: he shall especially see that all of the provisions of this or any other ordinance passed in regard to said Market be faithfully complied with and that all violation of the same shall be prosecuted, and to enable said Market master to discharge the duties imposed upon him hereby, he is hereby invested with the power of a police officer of said City.

Section 4: The renting of all stalls and stands as herein provided is upon express conditions that whenever any of said rented stalls or stands are not used for the purpose herein intended, it shall be lawful for the Market Master to assign any other seller the use of such stall or stand while not used by the renter.

Section 5: It shall be the duty of every occupant of any stall or stand on said market, before leaving the same, to cause his stall or stand to be thoroughly cleaned, and all animal or vegetable matter or rubbish there deposited by him to be cleared away from such market stand or stall.

Section 6: That all articles usually sold by weight or measure shall be sold on said market by weight or measure to be regulated by the established standards of the state of Indiana.

Section 7: It shall be unlawful for any person to sell or offer for sale any article on said market by weight or measure except by weighing or measuring the same with scales weight or measure approved by the Market Master.

Section 8: It shall be unlawful for any person to sell or offer to sell any article on said market by false weights or by means of any scales or weights not governed by the standards of the state.

Section 9: It shall be unlawful for any person to sell or offer to sell on said market any article by dry measurement otherwise than in a vertical measure or one of uniform circumference from top to bottom.

Section 10: It shall be unlawful for any person to sell or offer or expose for sale on said market any butter in lumps or rolls unless each of such lumps or rolls be of some specified weight, and if any person shall sell or offer or exhibit for sale any such lumps or rolls on said market, and on examination the same shall fall short of such specified weight, the owner of such butter or person exhibiting the same for sale, shall be subject to a fine herein provided.

Section 11: It shall be the duty of the Market Master whenever he may suspect or be informed that any butter or article of provision offered or exhibited for sale on said market and purporting to be a specified weight or quantity, is deficient in weight or measure, to try the same and if upon such trial it should prove to be deficient in weight or measure, he shall cause the owner of such article of provision to be prosecuted for violation of the provisions of this ordinance.

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Section 12: It shall be unlawful for any person or persons to permit or allow any cart, wagon or drag or other vehicle or any horse or other animal to remain in the street or spaces in front or around said market during market hours except such vehicle or animal as may be employed in bringing provisions and other articles to and from said market, which animals and vehicles shall while they remain at said market be under the direction of the Market Master. And the owner or person having charge of such vehicles and animals respectively shall place and arrange the same as the Market Master may from time to time direct.

Section 13: After the third Saturday of June of each year it shall be the duty of the Market Master to report to the clerk of the Board of Public Safety all stalls and stands in said market, leased and occupied with the names of such lessors or occupants and all stalls and stands unoccupied and the amount received therefor and it shall be the further duty of the Market Master during the year to make a weekly report to the clerk of the Board of Public Safety of all moneys received by him for the renting of stalls and stands or from other sources, and it shall be the duty of the clerk of said Board to look over and audit said report and give to said Market Master an order on the Controller stating the exact amount of money due the City as shown by the report and the Market Master shall forthwith deposit with the Controller of said City said money so reported by him and receive a ^{receipt} ~~quittance~~ for the same.

Section 14: Not more than one stall or stand in any City Market shall be leased to or occupied by any one individual firm or company except with the written consent of the Board of Public Safety.

Section 15: If the right to the use of any stand or stall in the City Market is forfeited by any person by reason of the violation of any of the provisions of this Ordinance the City shall have the right to revent the same and any money paid by the person so forfeiting his lease shall in no event be refunded.

Section 16: Any Marketier who shall be twice convicted in any one year of violating any of the market regulations of the City shall forfeit his lease and be barred from selling at any City market for at least two years.

Section 17: The Board of Public Safety shall have the power to revoke market lease at any time but the Marketier so ousted shall not be entitled to have any portion of the rental moneys by him paid refunded to him.

Section 18: No City Market lease shall be transferred, assigned or sublet. Nor shall any other person than the lessee occupy or use the stall or stand space so leased, or any portion thereof.

Section 19: Leases may be surrendered to the City Controller to be cancelled but such surrender or cancellation shall not entitle the lessee to receive back any portion of the rental money by him paid.

Section 20: Any stall or stand space the lease of which may be surrendered and cancelled under the provisions of the preceding Section or the lease of which may not be completed from the failure to pay the annual rental thereof or which may remain unrented after the 3rd Saturday of June or the lease of which may be forfeited to the City for violation of any Market regulation or the lease of which may be revoked by the Board of Public Safety, may be leased at any time for the unexpired portion of the year, at a rental proportioned to the rental chargeable for the whole year: Provided that in no case shall the rental so paid be less than the pro rata rental for three (3) months.

Section 21: Every person who shall bring articles to said Market and sell or offer to sell the same from a wagon or other vehicle, and who has not a regular stand or stall, shall report to and be assigned a standing place by the Market Master in charge of such Market and said party shall pay to said officer such sum as may be fixed by this ordinance for each time he shall attend such Market and there sell or offer for sale.

Section 22: It shall be unlawful for any person to sell offer or expose for sale any unwholesome, damaged or spoiled provisions of any kind in said Market.

Section 23: It shall be unlawful for any person other than a lessee, or a person who has been assigned thereto by the Market Master thereof to use or occupy any stall or stand in any City Market unless otherwise herein provided.

Section 24: It shall be unlawful for any person to post paste or stick up any bill, placard or any other printed or written advertisement or card upon any City Market house, or the fixtures thereto appertaining.

Section 25: It shall be unlawful for any person to idly sit, stand, lounge or walk about any public Market during Market hours.

Section 26: It shall be unlawful for any person to sell any article whatsoever from any vehicle or otherwise in or upon any street, alley, sidewalk or public place adjacent to any City Market, unless he shall have been authorized by the Market Master in charge of such Market and shall have duly paid the required fee.

Section 27: It shall be unlawful for any person to sell by auction or outcry, any article of food, wares or merchandise in the City Market or in or upon any street, alley or sidewalk, public place, or private premises contiguous thereto during the Market hours of such City Market.

Section 28: It shall be unlawful for the lessee or occupant of any stall or stand in or connected with any City Market to attract attention to his articles, goods wares or merchandise by outcry or any other boisterous or annoying manner.

Section 29: The Market Master shall indicate the time for closing the Market by ringing a bell, and shall in no case allow any sale to be made by any person outside of the specified, and it shall be unlawful for any person to make any sale before the opening or after the closing of Market, or for the Market Master to knowingly permit any person to make any such sale.

Section 30: Every occupant of any stall or stand in any City Market whether leasing or using temporary, shall within one hour after closing of the same cause this article or vehicles if any, to be removed from such Market, and his stall or stand to be thoroughly cleaned, and all animal and vegetable refuse matter to be removed or carried away.

Section 31: No Stand or Stall shall be used for restaurant purposes.

Section 32: It shall be the duty of the Market Master to assign any person who shall desire it for the purpose of selling at retail his ware or produce, any stall or stand not rented or occupied and collect therefor the sum of twenty five cents (\$.25) per day.

Section 33: That the rental price for the use of the stands or stalls in the covered Market for Tuesdays, Thursdays and Saturdays shall be \$25.00 per annum; however no stand in such covered Market to be rented for less than a period of one year unless otherwise herein provided.

Section 34: Persons desiring to rent stands or stalls shall file with the clerk of the Board of Safety, between the first day of May and the 3rd Saturday in June an application

on forms provided by said Board specifying the day for which they want said stand or stall, together with the sum of Five dollars (\$5.00) to be paid to the Clerk of said Board at the time of filing of such application, which sum is to apply on the rental for said stand or stall. The Clerk shall immediately issue an order to the applicant for said stand or stall and upon the presentation of the same to the City Controller he shall issue a certificate to the applicant entitling him to use said stall or stand for a period of one (1) year, provided that the balance of the rental price is paid to the controller within thirty (30) days after the date of the issuance of the certificate by the controller said certificates to be dated on the 3rd Saturday of June of each year.

Section 35: General Ordinance No 52 regulating wholesaling and retailing of provisions and articles of food upon the Barr Street Market and providing a penalty for the violation of the provisions thereof and all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 36: Any person violating any of the provisions of this ordinance shall upon conviction be fined in any sum not exceeding one hundred dollars (\$100.00)

Section 37: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Charles E. Welch

Done at the Council Chamber in the City of Fort Wayne Indiana on the 15th day of June 1910

William J. Jeffries

City Clerk

We hereby Certify That the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 15th day of June 1910 by a Majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No 438

L. F. Rogge
President

William J. Jeffries

City Clerk

Presented to the Mayor for approval on the 18th day of June 1910.

Wm. J. Jeffries

City Clerk

Approved this 22nd day of June 1910

Jesse Price

Mayor

Repealed Feb-25-1919 See Book 4 Page 300

General Ordinance No 439

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne Indiana and John A. Radford of Chicago Illinois on the 28th day of May 1910 relative to the preparation of plans and specifications for the laying of the conduit on Calhoun Street providing for the carrying of the supply wires of the Municipal electric light plant and the Superintendency of the same.

Section 1: Whereas, heretofore on the 28th day of May 1910 the City of Fort Wayne by and through its Board of Public Works entered into a contract with John A. Radford of Chicago Ill for the preparation of plans and specifications for the laying of the conduit on Calhoun Street, providing for the carrying of the supply wires of the Municipal electric light plant and the Superintendency of the same which contract is as follows

Whereas the City of Fort Wayne is desirous of having a Conduit System installed on Calhoun Street in said City from the North line of Superior Street to the South line of Murray Street for the purpose of carrying electric supply lines of its lighting plant underground of said Street and intends to let a contract for the performance of said work, and Whereas John A. Radford Consulting Engineer of Chicago has signified his willingness to prepare plans and specifications and furnish superintendency for the installation of said work. Now therefore

Be it understood and agreed between the City of Fort Wayne by and through its Board of Public Works also hereinafter designated as "City" and John A. Radford hereinafter designated as "Engineer" Witnesseth:

In consideration of the sum hereinafter set out to be paid by said City to said Engineer the said Engineer agrees to make the necessary preliminary examinations and investigations to get the local data and to determine with the Board the kind and extent of conduit to be adopted and receive from said Board instructions for said work: To present preliminary estimates of cost setting forth the general outline of the conduit and submit the same to said Board for its approval or alteration and final decision as to the general nature of said conduit and hereupon to furnish complete plans and specifications for a main conduit system with branches at alley intersections on Calhoun Street from the North line of Superior Street to the South line of Murray Street

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after the approval of said plans and specifications the engineer is to assist in preparing advertisements for said bids and will meet with the Board on the day of the opening of said bids and advise with and aid them in the making of the contract for said work.

The said engineer agrees to furnish the services of a competent man to oversee, inspect and superintend the work until completed and during the entire progress of the same and to direct such changes as are necessary of any in order to have all work comply fully with the plans and specifications. In the event the Board shall decide to undertake any part of the work directly instead of letting it out by contract the engineer agrees to make up a list of materials necessary for such work and aid the Board in ordering such materials and in securing and employing help of all kinds necessary for such work.

It is further understood and agreed by the engineer that if contracts cannot be let upon the original plans and specifications on account of discrepancies in prices between the estimates and bids or for other reasons then said engineer is to revise, alter and modify said plans and specifications as required so that said contracts may be let for said work. The services of said engineer in the actual supervision over said work is to extend over a period not longer than fifty consecutive days from the time work is begun on the main line of said conduit, allowance however to be made for any unavoidable delay beyond the control of the city. Said engineer further agrees to consult with and advise and counsel the said Board of the said city during the period he is employed and while in the city concerning any matter not requiring special investigation or report pertaining to the operation and maintenance of its lighting plant. It being understood that the engineer is to pay all his own traveling, hotel and other expenses for himself and those of any one employed by him that may arise in connection with said work. Said engineer agrees that said work shall be prosecuted with diligence until completion. That he will begin the said supervision within five days after the execution and approval of this contract if so ordered by said city. Said engineer also agrees to furnish said city with twenty complete copies of said plans and specifications which are to remain the property of the city.

In consideration of this work and things to be done by the said engineer as hereinbefore set out the city agrees to pay said Engineer Fifteen Hundred (\$1500.00) dollars in the following manner: Twenty five per cent (25%) of said amount on completion of the plans and specifications: Twenty five per cent (25%) after the letting of the contract and the balance of said amount on the completion of said work.

In witness whereof the parties hereto have set their hands and seals this 28th day of May 1910

attest H. W. Becker
Clerk

City of Fort Wayne By
Frank. T. Benoy
Henry Hilgemann
E. J. Lennon
Its Board of Public works
John. A. Radford
Engineer

Section 2: Be it ordained by the Common Council of the City of Fort Wayne Indiana that a contract entered into on the 28th day of May 1910 by and between the city of Fort Wayne by and through its Board of Public works and John. A. Radford providing for the preparation of the plans and specifications and for the laying of the conduit on Calhoun Street providing for the carrying of the supply wire of the Municipal electric light plant and the superintendency of the same as fully set forth in the preamble hereto. and the same is in all things ratified and approved

Section 3: That this ordinance be in full force and effect from and after its passage, and approval by the Mayor
Harry G. Pinnerizer

Come at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of June 1910

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of June 1910 by a majority vote of all the members did pass the ordinance herunto attached and known as General Ordinance no 439

Geor. F. Rogge

President

William J. Jeffries
City Clerk

Presented to the Mayor for approval on the 18th day of June 1910

William J. Jeffries
City Clerk

Approved this 20th day of June 1910

Jesse Grice
Mayor

General Ordinance No 1440

Introduced
by
Henry W. Lyon

An ordinance confirming and approving a contract entered into on the 14th day of June 1910 by and between the City of Fort Wayne by and through its Board of Public Works and S. F. Bowser and co. Inc

Whereas heretofore on the 14th day of June 1910 the City of Fort Wayne by and through its Board of Public Works entered into a contract with S. F. Bowser and co. Inc which contract is in the following words

This agreement made and entered into this 14th day of June 1910 by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and S. F. Bowser and Company Inc party of the second part. Witnesseth. Whereas the party of the second part desires to procure an extension of the Bowser Belt Line Railroad: Said extension to run to its ware house on Holton avenue. Now Therefore. In consideration of the covenants and agreements to be performed and complied with by the party of the second part as hereinafter provided. Consent permission and authority are hereby given by the party of the first part to the party of the second part to construct maintain and operate or cause to be operated a single track railroad across Thomas Street. Starting 27 feet south of the south west corner of lot number twenty (20) in E. L. Hanna's subdivision to a point 15 feet north of the north east corner of the alley immediately north of Fisher street running east and west thence east through said alley north of Fisher street through and across Holton avenue to a point immediately opposite said alley of lot number twenty four (24) in Colonel Rude's addition to the City of Fort Wayne Indiana all in accordance with the plan attached hereto and made a part thereof. on said plan the line and route of said extension of track is marked and indicated. No car or cars to be operated upon said track between the hours of 8 O'clock P.M. and 6 A.M.

It is understood and agreed that the consent permission and authority herein given and granted are upon the following terms and conditions

Section 1: The party of the second part if it desires to avail itself of the benefit of the consent permission and authority herein granted shall cause the complete construction of said track within 9 months from the date hereof and in the event that it so avails itself

of such grant, permission, consent and authority
then is shall cause the complete construction of said
track within sixty (60) days from the time is commenced
work thereon and within the period of nine (9) months
as above stated and shall at no time in the construction
of said track, occupy for such purpose any of the
streets above mentioned for any length of time in excess
of five (5) days, but in the event that the party of the second
part is prevented from complying with any of the above
conditions by reason of any judgement of any court, then said
Board of Public Works may grant a reasonable extension
of time as to any one of the above provisions.
Section 2: Said track shall be submerged in cinders
leaving only a small portion of the top of the rail protruding
and shall not be elevated above and shall be constructed
and maintained so as to at all times conform with the
established grade of the streets and alley hereinbefore
named, as such grade shall from time to time exist
and in such manner as to in no way be an impediment
to the ordinary and proper use thereof for all purposes by
the public in passing along, upon and across said track
at any point thereon. That said track and the rails
thereof shall conform with the grades of the streets and
alleys now established or to be thereafter established, by
said City and subject at all times to be taken up and
relaid by said party of the second part at its own
expense for the purpose of regrading, paving, repairing
and repaving of such streets and alley and for the purpose
of constructing or repairing sewers, laying or relaying water
mains or other pipes or for any public improvement,
and in case it becomes necessary, in the opinion of said
Board of Public Works, to take up said track for any
purpose above enumerated, or in case said track shall
not conform with the grade of said streets or alley as
above provided, said Board shall notify said party
of the second part that it is in the opinion of said Board
necessary to take up said track for any of said purposes
or that said track does not conform with the grade
of said alley or streets as the case may be and said
party of the second part shall take up said track for
such purposes within such time and for such
length of time as the said Board may in said notice
require, in case such notice is as to repair or
improvements as above stated, or shall make said track

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conform to any such grades within thirty (30) days time from receiving such notice in case such notice is as to the grade of such streets or alley and upon the failure of second party so to do said Board of Public Works shall have the right to take up such track to make such improvements or repair or to make such track conform to such grade and charge the cost thereof to said second party and in case said second party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefor the said City shall have the right of action to recover such cost or expense against the second party together with a reasonable attorney fee for the collection thereof.

Section 3: If said Streets or said alley or crossings or any of them are hereafter paved said second party shall pay for so much thing as lies between the rail of said track and for a space of one (1) foot on both sides thereof and in case any of such pavements are constructed said tracks shall be removed and relaid to conform with the grade of such street or alley as paved and a foundation laid at the expense of the second party under the ties of such track of two (2) inches of concrete.

That second party shall repair said parts of said streets or the alley in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets and alley in a good condition.

Section 4: That said party of the second part shall not at any time haul or allowed to be hauled to exceed two (2) cars over and along any part of the track herein authorized to be laid nor at any greater speed than five (5) miles per hour and shall not load or unload any cars or leave the same to stand upon any of said tracks along the line of said track. No steam Railroad locomotive shall be used in said alley. If cars are run backward the second part shall have a bell to be constantly rung while moving at the front end of the first car. The motive power shall be equipped with suitable and effective air appliances so arranged that the same can be attached to the air brake apparatus on the cars.

Section 5: In case hereafter the east and west branches of said Railroad Company shall be elevated through said City, then and in that event to grant and permission here given shall terminate and the party of the second part shall cause at its expense the removal of said track.

and place said Streets and alley in as good and safe condition for travel and of the same material as the remainder thereof unless said second party at its expense cause said side track to be elevated according to plans and specifications prepared by and under the direction of the engineer in charge.

Section 6: The party of the second part shall so construct and maintain its said track in such a manner as to not in any way interfere with the drainage of the surface waters on said Streets and alley and shall when constructing said track over and across said Streets do the same under the direction of said Board of Public works and in the manner required by said Board.

Section 7: The party of the second part further agrees and binds itself to and hold said city free and harmless from any and all liability from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of the construction, maintenance or operation of any Cars thereon by any person or corporation and in case suit shall be filed against said city on account thereof said second party upon notice to do it by said city shall defend said action at its own expense and in the event that Judgment be rendered in said action against said city the party of the second part shall pay such Judgment with all costs and hold the city harmless therefrom and said party shall execute to the party of the first part a bond with sufficient surety to be approved by said Board of Public works payable to said City, in the sum of Five Thousand dollars (\$5000.00) conditioned for the faithful performance by said party of all the conditions and provisions contained in the contract to be performed on its part and will from time to time whenever desired by said Board of Public works renew said Bond.

Section 8: It is further agreed that if the second party fails to comply with and perform any of the provisions of sections one (1) two (2) three (3) four (4) five (5) six (6) and seven (7) of this contract, the consent, permission and authority herein granted shall at once terminate and the second party shall forfeit all rights hereunder and shall cause the removal, at its expense of all tracks that may be laid hereunder and place said Streets and alley in as good and safe condition for travel and of the same material as the remainder thereof are

Section 9: It is further understood and agreed that this contract and the provisions thereof shall be binding on the successors and assigns of the party of the second part.

Section 10: The consent, permission and authority hereby granted shall continue for the period of twenty five years (25) from the date hereof.

Witness our hands and seals

City of Fort Wayne by
Frank J. Benoy.

Henry Hilgeman

E. J. Lennon

its Board of Public Works

D. F. Bowser and Company Inc By

Allen A. Bowser V. P.

attest H. W. Becker
clerk

Whereas said contract and agreement is submitted by said Board of Public Works of the City of Fort Wayne to the Common Council of said City for its consideration and action thereon thereof.

Section 1: Be it ordained by the common council of the City of Fort Wayne that the contract heretofore entered into by and between the City of Fort Wayne by and through its Board of Public Works and S. F. Bowser & Co Inc as fully set forth in the preamble hereto be and the same is in all things confirmed and approved.

Section 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Henry W. Folger

Done at the council chamber in the City of Fort Wayne Indiana this the 28th day of June 1910

We hereby certify that the common council of the City Fort Wayne Indiana at a Regular meeting held on the 28th day of June 1910 by a majority vote of all the members elect did pass the ordinance heretofore attached and known as General Ordinance No 40

Gov. F. Rogge
President

W. J. Jeffries
City Clerk

Presented to the Mayor for his approval on the 2^d July - 1910

W. J. Jeffries
City Clerk

Approved the 6th day of July 1910
Jesse Ince
Mayor.

General Ordinance No 441

An ordinance Authorizing the Alienation of Certain personal property and ordering an appraisement of same

Section 1: Be it ordained by the Common Council of the City of Fort Wayne Indiana that the Mayor be and is hereby authorized to sell two (2) horses now used on the patrol wagon, and to sign any and all necessary instruments to consummate such sale: provided that such sale shall not be made until said property has been appraised by appraisers appointed by the Judge of the Allen Circuit Court.

Section 2: That the City Attorney be and he is hereby authorized to petition the Judge of the Allen Circuit Court for the appointment of three appraisers to appraise the property referred to in section one (1) of this ordinance

Section 3: That the ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles W. Kitter

Done at the council chamber in the City of Fort Wayne Indiana this the 26th day of July 1910

We hereby certify that the common Council of the City of Fort Wayne Indiana at a Regular meeting held on the 26th day July 1910 by a Majority vote of all the Members elect did pass the Ordinance herewith attached and known as General Ordinance no 441

Gust. F. Rogge
President

Wm. J. Jufferies
City Clerk

Presented to the Mayor for approval on the 30th day of July 1910

Wm. J. Jufferies
City Clerk

approved this 30th day of July 1910

Jesse Grace
Mayor.

